

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

— — —

COMCAST CABLE : CIVIL NO. 12-859
COMMUNICATIONS, LLC, :
et al., :
Plaintiff :

v. :

SPRINT COMMUNICATIONS : Philadelphia, Pennsylvania
COMPANY L.P., et al., : January 31, 2017
Defendant : 9:56 a.m.

— — —

TRANSCRIPT OF MORNING SESSION OF JURY TRIAL DAY 2
BEFORE THE HONORABLE JAN E. DUBOIS
UNITED STATES DISTRICT JUDGE

APPEARANCES:

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14 transcription service.

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Voir Dire

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1 (The following was heard in open court at
2 9:56 a.m.)

3 (Note: Transcript contains indiscernibles
4 because participants could not be heard clearly at
5 sidebar.)

6 THE COURT: Good morning, everyone. Please
7 be seated.

8 MR. HANGLEY: Good morning, Your Honor.

9 THE COURT: It's good to see all of you
10 jurors here. I'm sure at least some of you might not
11 feel that way, but we'll get started. And we hope to
12 finish the jury selection this morning.

13 We received a report from juror number 14,
14 a letter from juror number 20, and a statement from
15 juror number 41. We haven't voir dired juror number
16 41. We will take into consideration the report from
17 juror number 14 and the letter from juror number 20.
18 All right. Counsel, join me at sidebar.

19 (Pause in proceedings.)

20 MR. FINKELSON: Good morning, Your Honor.

21 THE COURT: Good morning.

22 MR. FINKELSON: How are you?

23 THE COURT: Well, a voice helps. My voice
24 helps.

25 (Pause in proceedings.)

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1 THE COURT: Juror number 14 reported orally
2 to my deputy, Milahn Hull, that he only gets paid for
3 ten days.

4 MR. FINKELSON: Is he the one who put he
5 only got paid for one day?

6 THE COURT: Ten days. And he's
7 complaining. I think that does not change our
8 analysis. Everyone agree?

9 MR. RIOPELLE: Yes.

10 THE COURT: Juror number 14. Juror number
11 20, the last juror, we had -- no, next to last, who
12 is also --

13 (Pause in proceedings.)

14 THE COURT: We considered this and
15 (indiscernible) same -- same position (indiscernible)
16 motion.

17 COURTROOM DEPUTY: Judge, can I also -- can
18 I just also add to that letter that he stated that he
19 was the single breadwinner for his household? That's
20 all I wanted to add.

21 THE COURT: He --

22 COURTROOM DEPUTY: That he's the single
23 breadwinner for his household. His fiancé is not
24 employed.

25 THE COURT: Well, until Congress amends the

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1 law applicable to payment of jurors, that's a fact of
2 life.

3 (Pause in proceedings.)

4 THE COURT: And we'll address juror number
5 41 when we get to him. Juror in seat 22.

6 (Pause in proceedings.)

7 THE COURT: How are you?

8 JUROR NUMBER 22: Good morning, Your Honor.

9 THE COURT: Good morning. Come a little
10 closer. You said you had a hardship and I'd like you
11 to tell me about it.

12 JUROR NUMBER 22: Well, (indiscernible).
13 That's why I (indiscernible). And I was afraid that
14 if I'm over here, my (indiscernible) 100 percent. At
15 the same time I feel like I don't drive myself during
16 the day because (indiscernible) 100 percent.

17 THE COURT: Do you have any -- do you take
18 any medication for your sleep apnea?

19 JUROR NUMBER 22: No, I don't take any --

20 THE COURT: Can you --

21 JUROR NUMBER 22: Well, over the counter, I
22 use (indiscernible) sleep at night.

23 THE COURT: Your --

24 JUROR NUMBER 22: (Indiscernible).

25 THE COURT: You work as a driver?

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1 JUROR NUMBER 22: I work as a driver
2 (indiscernible), you know, I greet the customers in
3 the morning. They set up --

4 THE COURT: Oh, you drive cars?

5 JUROR NUMBER 22: Yes. But it doesn't
6 bother me with my sleep apnea because I'm active
7 during the day. During the day I work
8 (indiscernible). But like driving myself --

9 THE COURT: What we do, if you have a need
10 to stand up, for example, that's perfectly
11 appropriate. Just raise your hand and I will grant
12 you that. That is if you're selected to serve on the
13 jury. And if you need a break and you're on the
14 jury, you just raise your hand and we will take a
15 break. Our idea is not to penalize a juror for a
16 disability, to --

17 JUROR NUMBER 22: Uh-huh.

18 THE COURT: -- the word is accommodate the
19 juror to do whatever we can to address the juror's
20 disability.

21 JUROR NUMBER 22: Okay.

22 THE COURT: Now, you've told us about your
23 sleep apnea. I haven't noticed you sleeping in the
24 courtroom.

25 JUROR NUMBER 22: No, because

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1 (indiscernible) are talking.

2 THE COURT: Well, we don't -- we don't
3 generally have the jurors drinking coffee, but --

4 JUROR NUMBER 22: (Indiscernible).

5 THE COURT: You also said that you had some
6 contact with Comcast, Sprint, and Nokia.

7 JUROR NUMBER 22: No, I didn't have
8 nothing -- no contract with Comcast.

9 THE COURT: But would you have a contract
10 with Comcast?

11 JUROR NUMBER 22: No, I used to. I used
12 to, but what happened was that the wire -- I did that
13 at the cable company. The wire got -- was in the
14 street, they were hanging (indiscernible). I have
15 tried --

16 THE COURT: Knock it down?

17 JUROR NUMBER 22: -- knock it down, yeah.
18 And I was (indiscernible) --

19 THE COURT: So it's UPS you have it with.

20 JUROR NUMBER 22: The other one is --

21 MR. HANGLEY: FedEx.

22 JUROR NUMBER 22: -- FedEx.

23 MR. HANGLEY: They're not in this case.

24 JUROR NUMBER 22: So what happened was I
25 called them so many times and I -- they

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1 (indiscernible) rates are up and they didn't do it,
2 so I went to (indiscernible) Verizon. But
3 (indiscernible) UPS and FedEx.

4 THE COURT: That's a modest comment about
5 Comcast. Would that -- if you're selected to serve
6 on the jury, would that interaction, I'm going to
7 call it, with Comcast prevent you from being fair and
8 impartial in deciding this case?

9 JUROR NUMBER 22: No, I don't think so.
10 (Indiscernible). They don't have the wire across the
11 street from (indiscernible).

12 THE COURT: And you switched for that
13 reason.

14 JUROR NUMBER 22: Yeah, we (indiscernible).

15 THE COURT: Do you have a cell phone or a
16 smart phone?

17 JUROR NUMBER 22: I have a cell phone, yes.

18 THE COURT: And who is your provider?

19 JUROR NUMBER 22: T-Mobile.

20 THE COURT: Are you satisfied with
21 T-Mobile?

22 JUROR NUMBER 22: I'm fine with T-Mobile,
23 yeah.

24 THE COURT: All right.

25 JUROR NUMBER 22: Yeah.

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1 THE COURT: No problems with this phone?

2 JUROR NUMBER 22: No, I -- (indiscernible)

3 we had Sprint, but --

4 THE COURT: Who had Sprint?

5 JUROR NUMBER 22: My daughter.

6 THE COURT: Oh. Does she live with you?

7 JUROR NUMBER 22: Yes.

8 THE COURT: Does she have any problems with
9 Sprint?

10 JUROR NUMBER 22: No, no, she doesn't have
11 any problems.

12 THE COURT: All right. I'm going to let
13 counsel ask questions if they have any. Mr. Hangley,
14 do you?

15 MR. HANGLEY: I don't.

16 THE COURT: Okay. Mr. Riopelle?

17 MR. RIOPELLE: No questions. Thank you.

18 THE COURT: Thank you.

19 JUROR NUMBER 22: Thank you.

20 THE COURT: No excuse for cause and no
21 hardship.

22 MR. HANGLEY: Agreed.

23 THE COURT: Juror in seat 23.

24 (Pause in proceedings.)

25 JUROR NUMBER 23: Good morning.

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1 THE COURT: Good morning. I'm going to
2 follow up on some of your questions --

3 JUROR NUMBER 23: Sure.

4 THE COURT: -- answers to my questions.
5 First, the hardship question.

6 JUROR NUMBER 23: Okay. Which one was
7 that?

8 THE COURT: That's the one that said you
9 didn't have a hardship.

10 JUROR NUMBER 23: Okay. The last question
11 you had asked was would we be able to work -- be here
12 two to three weeks.

13 THE COURT: Yes.

14 JUROR NUMBER 23: Part of the reason I, you
15 know, a hardship in terms of --

16 THE COURT: You're right, the last
17 question -- I refer to that as the hardship question.

18 JUROR NUMBER 23: Okay. Okay.

19 THE COURT: Obviously --

20 JUROR NUMBER 23: So let me explain my
21 situation to you. I work for IBM. I work in
22 mobility. I work with cell phones and tablets. We
23 have security that provides that. I'm a general
24 manager, so I work with AT&T, Verizon, and by
25 coincidence, Sprint.

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1 THE COURT: And Sprint.

2 JUROR NUMBER 23: Sprint, sorry.

3 MR. RIOPELLE: That's all right.

4 JUROR NUMBER 23: What I do is I build --
5 I'm a vertical account manager so I build
6 relationships with -- I work with Nokia, other public
7 device manufacturers, Apple, Samsung, all that. I
8 work -- I do road shows with Apple and Sprint, and I
9 do them with AT&T, I do them with Verizon. So I'm
10 kind of, you know, stuck in the middle, if you will,
11 because I work with Sprint on a daily basis. I work
12 with the sales reps, bring in some new opportunities,
13 we sell to their customers.

14 As far as what I do, as far as a hardship
15 goes to your last question, I'm on the road. I just
16 got back from my honeymoon.

17 THE COURT: From where?

18 MR. HANGLEY: Congratulations.

19 JUROR NUMBER 23: My honeymoon. Thank you.

20 THE COURT: Okay.

21 JUROR NUMBER 23: Just got back two weeks
22 ago.

23 THE COURT: Congratulations.

24 JUROR NUMBER 23: Thank you. We have our
25 sales kickoff meetings January, February, rolling

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1 into March. I'll be on the road, New York,
2 Massachusetts, Vermont, Maine, just going up the east
3 coast doing several different shows over the next
4 couple weeks. I start next week.

5 THE COURT: And these shows are pre --

6 JUROR NUMBER 23: Yes.

7 THE COURT: -- pre-planned? They're not --

8 JUROR NUMBER 23: Yeah, so --

9 THE COURT: -- just meetings?

10 JUROR NUMBER 23: No, these are meetings
11 that I arrange. So what I do is I do a lunch and
12 learn. I bring lunch, I train people on the product,
13 teach them how to bring us new opportunities, and
14 then I go to the next office. So in Manhattan, I'll
15 do 7th Avenue, I'll do Flat Iron Building, I'll do
16 another office, and then I'll head to Westchester,
17 and then I'll head to White Plains, just kind of move
18 all around and work my way up.

19 THE COURT: Who does this when you're not
20 there?

21 JUROR NUMBER 23: Nobody. I'm the -- it's
22 my -- it's my relationship. I'm the dedicated
23 account resource for these different sales offices
24 that sell to businesses for (indiscernible).

25 THE COURT: How big is the office from

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1 which you operate?

2 JUROR NUMBER 23: Well, we have a bunch of
3 offices. As far --

4 THE COURT: Which one --

5 JUROR NUMBER 23: -- as IBM?

6 THE COURT: Yes.

7 JUROR NUMBER 23: So we have one here at
8 16th and Cherry that I don't work at. When I'm in
9 the office I don't normally work -- this isn't in my
10 office. This is in their offices. I work out of an
11 office in Blue Bell, PA.

12 THE COURT: An IBM office?

13 JUROR NUMBER 23: An IBM office.

14 THE COURT: How many people are there?

15 JUROR NUMBER 23: We have three floors.
16 Maybe 200. But they don't do what I do. There's
17 only about four reps that cover four different
18 regions. I handle the northeast.

19 THE COURT: And you have no backup?

20 JUROR NUMBER 23: No. It's a brand new
21 role.

22 THE COURT: You mentioned contacts with
23 Sprint. Do you have any contacts with Comcast?

24 JUROR NUMBER 23: I personally don't. I
25 work with a team that does. So I'm part of IBM

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1 security. They're an IBM security customer. So if
2 they were to -- say they needed mobile security, they
3 would bring me in. That's not -- and I know that our
4 Global Technology Services Team that I work with,
5 which is like a consultant to organizations to
6 provide them with software and hardware, we're
7 assisting them in building their carrier business.
8 So I work with the team that helped -- that's helping
9 them build their carrier business. But I don't -- I
10 haven't worked with them directly, to answer your
11 question, Your Honor.

12 THE COURT: All right. I think you
13 answered several other questions (indiscernible), and
14 you might have answered one of these.

15 JUROR NUMBER 23: Uh-huh.

16 THE COURT: The first, have you, any
17 members of your immediate family, or close friends
18 ever worked for, been a customer of, owned stock in,
19 or done business with Comcast, Sprint, or Nokia?
20 You -- have you answered that?

21 JUROR NUMBER 23: Yes, I was a customer of
22 both.

23 THE COURT: No, this is not
24 (indiscernible).

25 JUROR NUMBER 23: Oh, yes, I have friends

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1 who work for Comcast --

2 THE COURT: But this is --

3 JUROR NUMBER 23: -- and Sprint, obviously.

4 THE COURT: That wouldn't prevent you from
5 being fair and impartial, right?

6 JUROR NUMBER 23: With them, no. They sell
7 cable.

8 THE COURT: What about your role? Have you
9 had any personal dealings with Comcast, Sprint, or
10 Nokia, other than your business-related dealings?

11 JUROR NUMBER 23: I mean outside,
12 personally as a customer?

13 THE COURT: Yes.

14 JUROR NUMBER 23: Yes, with both. I was
15 a -- I used to be a Sprint customer. I wasn't happy.
16 I switched with Verizon, then I went to AT&T.
17 Comcast I switched my cable. I wasn't unhappy with
18 them. I just got a better deal, so --

19 THE COURT: So unhappy with Sprint, unhappy
20 with Comcast for service reasons.

21 JUROR NUMBER 23: At the time -- I'll say
22 at the time I wasn't happy with Sprint's service is
23 why I switched. I switched my cable when I bought my
24 house and decided I could get a better deal and get a
25 \$200 gift card, so I use Verizon Fios.

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1 THE COURT: Would your relationship with
2 Sprint prevent you from being fair and impartial in
3 deciding this case, your personal relationship?

4 JUROR NUMBER 23: It's a -- well, my
5 personal relationship is my business relationship
6 with them, you know. I wouldn't say I --

7 THE COURT: Well, you left Sprint.

8 JUROR NUMBER 23: Oh.

9 THE COURT: That's what I'm talking about.

10 JUROR NUMBER 23: Oh, you mean not -- okay.
11 No, it would not cause me to be.

12 THE COURT: And how about Nokia? Any
13 contact with Nokia on a personal level?

14 JUROR NUMBER 23: No, just on a business
15 level. I see them all the time. I know their
16 product offering managers. We do shows together.

17 THE COURT: I think you answered one of the
18 questions that I had --

19 COURTROOM DEPUTY: I had 11 and 13.

20 THE COURT: Yes, and 13. I have them both.
21 I think you've answered all of our questions. Cell
22 phone -- not -- there's one about cell phone and
23 smart phone. Who is your provider?

24 JUROR NUMBER 23: Now?

25 THE COURT: Yes.

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1 JUROR NUMBER 23: Well, I have two. I
2 work -- I have my own phone and I have it with AT&T.
3 And then I have a work phone for Verizon.

4 THE COURT: Any problems with the phones?

5 JUROR NUMBER 23: No.

6 THE COURT: All right. Counsel, do you
7 have any questions?

8 MR. HANGLEY: Yeah. The Judge asked you
9 whether it would be difficult for you to
10 (indiscernible) in a case involving Sprint. If you
11 were asked -- if you were asked to remain a
12 substantial (indiscernible) Sprint, including
13 (indiscernible) relationship with them, would that be
14 a problem for you?

15 JUROR NUMBER 23: I think it's a little bit
16 of a conflict of interest for me because I work with
17 them on a daily basis.

18 MR. HANGLEY: IBM itself was not on the
19 list of people that we asked about, but IBM in its
20 dealings (indiscernible) has potential
21 (indiscernible) one of the parties is willing to come
22 into evidence, ways that may not be flattering to
23 IBM, will that create any issues for you?

24 JUROR NUMBER 23: Personally, I think it
25 would. I don't like to mix business work with, you

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1 know, a case like this, if that makes sense. I
2 realize that what happens here stays here, but with
3 all due respect, if IBM is part of the case and I
4 work for IBM, partner with Sprint, Comcast
5 (indiscernible) accounts, I'm kind of like -- excuse
6 my French here -- I'm sleeping with everybody. So
7 does that make sense?

8 MR. HANGLEY: Yes, I understand.

9 THE COURT: Yes. Thank you. Any
10 questions?

11 MR. RIOPELLE: What -- and what is the
12 product that you're selling?

13 JUROR NUMBER 23: The product is called
14 NAZ-360. I work within IBM security, so anything
15 that has to do with mobility, application
16 development, end point security, and big data and
17 analytics.

18 MR. RIOPELLE: So it's like a -- it's a
19 software. It's not a -- you're not selling any
20 hardware, right?

21 JUROR NUMBER 23: Well, one of our products
22 is still doing hardware, but mostly everything is
23 software-driven. My concentration most of the time
24 is in software, cloud-based. So my solution partners
25 with the device manufacturers. They give us what's

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1 called BPIs to give customers the ability to lock
2 their -- you know, a company can lock their phone,
3 wipe it, lock email, things like that, at a high
4 level.

5 MR. RIOPELLE: Right. Right.

6 THE COURT: All right. Thank you very
7 much.

8 JUROR NUMBER 23: My pleasure.

9 MR. HANGLEY: Thank you.

10 THE COURT: I think we have to strike him.

11 MR. RIOPELLE: I think so.

12 MR. HANGLEY: Darn. I like him.

13 (Pause in proceedings.)

14 MR. HANGLEY: We're both going to put him
15 on our potential expert witness list.

16 (Pause in proceedings.)

17 THE COURT: Juror in seat 24.

18 (Pause in proceedings.)

19 THE COURT: Hi, how are you?

20 JUROR NUMBER 24: Good morning.

21 THE COURT: I'm going to follow up on some
22 of your answers to my questions and I'm going to
23 start with the hardship question. Can you tell me
24 what your hardship is?

25 JUROR NUMBER 24: On (indiscernible), I'm

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1 going on an inhouse training (indiscernible) for my
2 certification (indiscernible) next month.

3 THE COURT: And when are you leaving?

4 JUROR NUMBER 24: No, it's a training
5 within my company.

6 THE COURT: And your company is?

7 JUROR NUMBER 24: Beneficial Bank.

8 THE COURT: And what kind of training is
9 it?

10 JUROR NUMBER 24: It's a certification for
11 we call it the Beneficial Conversation. Every
12 employee is required to be certified.

13 THE COURT: And how often is this training
14 given?

15 JUROR NUMBER 24: It's a (indiscernible)
16 one hour per day.

17 THE COURT: For how long?

18 JUROR NUMBER 24: For 30 days.

19 THE COURT: And how often is this program
20 given, this 30 day program?

21 JUROR NUMBER 24: Every employee has to go
22 on that, so this time it's my time to go for that
23 training.

24 THE COURT: Yes, but how often does this
25 program repeat? And if you miss this 30 day program,

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1 when will you next be able to participate in the
2 program?

3 JUROR NUMBER 24: The succeeding month.

4 THE COURT: Pardon me?

5 JUROR NUMBER 24: The following month.

6 THE COURT: Oh. Do you have any other
7 problems with sitting as a juror?

8 JUROR NUMBER 24: Say that again. I'm
9 sorry.

10 THE COURT: Any other problems with sitting
11 as a juror? Is that the hardship?

12 JUROR NUMBER 24: Yeah, so far.

13 THE COURT: All right. You answered one
14 question. Did you, any members of your immediate
15 family, or any close friends ever have any
16 experience, either good or bad, with Comcast or
17 Sprint that might prevent you from being fair and
18 impartial?

19 JUROR NUMBER 24: I do.

20 THE COURT: Can you tell me what that is?

21 JUROR NUMBER 24: Well, for my daughter's
22 program at school they were giving this
23 (indiscernible) discounted service, so I signed up my
24 daughter. But as soon as I received the package, I
25 don't think it will work with how my daughter will

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1 use the program, so I sent it back right away. But I
2 was charged. I didn't know why I was charged. So
3 until now, I'm fighting for that bill that why am I
4 being charged if I didn't activate that program or
5 that service and I returned the package the following
6 day as soon as I found that this will not work with
7 how my daughter will use the service.

8 THE COURT: And which -- Comcast or Sprint,
9 which one?

10 JUROR NUMBER 24: Comcast.

11 THE COURT: And do you still have this
12 issue with Comcast?

13 JUROR NUMBER 24: Yes, they're still
14 sending me the bill for it. I know it's a little
15 amount of \$20 and some change, but it's the
16 principle. I didn't use the program, I didn't use
17 the service.

18 THE COURT: I'm sure you did all the right
19 things.

20 JUROR NUMBER 24: Yeah, I think so.

21 MR. HANGLEY: And what was it? What kind
22 of --

23 THE COURT: It was -- it was a program --
24 pardon me for smiling. I can't help but balance the
25 issue here, a \$20 or so refund, is that what you

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1 said?

2 JUROR NUMBER 24: No, no, no. I'm being
3 charged --

4 THE COURT: -- or no bill.

5 JUROR NUMBER 24: No, I'm being charged for
6 \$20.57 after they -- for I don't know -- for what? I
7 returned the box that they sent me and I
8 (indiscernible) --

9 THE COURT: I'm sure you did all the
10 right -- all the right things.

11 JUROR NUMBER 24: -- let them know that no,
12 this will not work for us.

13 THE COURT: Well, if you're asked to serve
14 on this jury, do you think that would bother you and
15 that you would not be able to judge Comcast fairly
16 because of what they did to you?

17 JUROR NUMBER 24: I don't know because like
18 we were told that we have to judge based on the
19 evidence presented, but it's just I have a kind of
20 hard feelings with Comcast, like why I'm being billed
21 for this, but --

22 THE COURT: Well, you're being very --

23 JUROR NUMBER 24: -- (indiscernible).

24 THE COURT: You've been very frank and I
25 think you. Do you have any questions?

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1 MR. HANGLEY: Yes, for my own purposes, can
2 you tell me again the name of this device?

3 JUROR NUMBER 24: I (indiscernible).

4 MR. HANGLEY: Okay.

5 JUROR NUMBER 24: (Indiscernible).

6 MR. HANGLEY: Several years ago, you said?

7 JUROR NUMBER 24: I think it's been a
8 couple of years now.

9 THE COURT: How many years?

10 JUROR NUMBER 24: A couple of -- a couple
11 of years now that -- it's been a year that I'm
12 getting this \$20.57 bill every month. And I know
13 it's a small amount, but it's (indiscernible).

14 MR. HANGLEY: I have no more questions.

15 MR. RIOPELLE: But when you were answering
16 the question about could you be fair, do you think
17 though you could be fair and based it on the evidence
18 in the case?

19 JUROR NUMBER 24: I think so.

20 MR. RIOPELLE: Who is your -- you have a
21 cell phone I assume?

22 JUROR NUMBER 24: Yes.

23 MR. RIOPELLE: Who is -- who is your
24 carrier?

25 JUROR NUMBER 24: Sprint.

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1 MR. RIOPELLE: Is it?

2 JUROR NUMBER 24: Yes.

3 MR. RIOPELLE: And have you had any issues
4 with Sprint?

5 JUROR NUMBER 24: I don't think so.

6 THE COURT: Thank you very much.

7 JUROR NUMBER 24: You're welcome.

8 MR. RIOPELLE: Thank you.

9 MR. HANGLEY: Thank you.

10 JUROR NUMBER 24: You're welcome.

11 MR. HANGLEY: I think it's cause.

12 MR. RIOPELLE: She just -- we don't, and
13 she said she thought she could be fair.

14 THE COURT: That's her last word. I've
15 forgotten the phrase that's used to describe that
16 kind of question. Sometimes judges are accused of
17 asking that question after the juror expresses doubt.
18 Well, notwithstanding all that, do you think you can
19 be fair and impartial, and the juror says yes.

20 MR. HANGLEY: And I put not trust in it
21 whatsoever.

22 THE COURT: Where are you on this issue?

23 MR. HANGLEY: We think she's a cause
24 objection. We also think that somebody ought to give
25 her her \$20.40.

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1 MR. RIOPELLE: She was looking at us as
2 though (indiscernible).

3 MR. HANGLEY: (Indiscernible).

4 THE COURT: Well, I went like this.

5 MR. RIOPELLE: Again, I don't think it's --
6 I don't think it's cause.

7 THE COURT: I do. I really do. I'm on a
8 jury committee. It's an issue that I've lectured on.
9 I think that -- and I've forgotten the phrase. I'll
10 find it during -- it's a judge who usually asks the
11 juror --

12 MR. RIOPELLE: Yeah.

13 THE COURT: -- prospective juror the
14 questions to rehabilitate the juror. You did a fine
15 job.

16 MR. RIOPELLE: (Indiscernible).

17 MR. HANGLEY: It worked with her. It just
18 didn't work with you, Your Honor.

19 THE COURT: But let me just point out that
20 this was Comcast. If we run out of jurors and
21 someone's got to give some, I'm going to turn first
22 to the Comcast. This is a \$20 issue in a case that
23 you say is worth a zillion dollars.

24 MR. RIOPELLE: \$25.

25 THE COURT: So we'll strike her for cause.

Voir Dire

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1 (Pause in proceedings.)

2 THE COURT: But see if you can't fix that.

3 (Pause in proceedings.)

4 THE COURT: Juror in seat 25.

5 (Pause in proceedings.)

6 THE COURT: Hi, how are you?

7 JUROR NUMBER 25: Fine, thanks.

8 THE COURT: I'm going to follow up on your
9 answers to two questions -- one question, the
10 hardship question. Can you tell me what it is,
11 please? And come a little closer.

12 JUROR NUMBER 25: Yeah. What was that?

13 THE COURT: You said jury service for two,
14 two and a half weeks, maybe a little more, would
15 present an extraordinary hardship.

16 JUROR NUMBER 25: Okay. First of all, I --
17 sometimes I don't understand English. I'm reading
18 like, you know, (indiscernible). And the second
19 thing, I'm working -- I'm postal worker, so I'm the
20 only one who works in post office as a clerk. The
21 second clerks, she (indiscernible) down.

22 THE COURT: What?

23 JUROR NUMBER 25: She work -- she had an
24 injury in work so she's out.

25 THE COURT: Okay.

Voir Dire

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1 JUROR NUMBER 25: And I'm the only one -- I
2 told my boss that I had two days jury duty. He asked
3 is there (indiscernible) for other people
4 (indiscernible). He (indiscernible) everyday. You
5 know, finally, he got one person for today. His wife
6 is sick too with cancer, so I don't know how long he
7 can (indiscernible). So -- and postmaster can't do
8 more than 50 hours. Otherwise, as a union
9 (indiscernible), they have got to pay up, you know.
10 So he's got to (indiscernible). And, as I said, I
11 don't know anything about these (indiscernible), lot
12 of stuff, knowledge about anything. And as I have
13 commute from and essentially drive in the city and --

14 THE COURT: Oh, we could arrange for that.
15 We would arrange to put you up --

16 JUROR NUMBER 25: Yeah.

17 THE COURT: -- at a hotel very close by.
18 We do that for jurors.

19 JUROR NUMBER 25: No.

20 THE COURT: Okay.

21 JUROR NUMBER 25: I --

22 THE COURT: Let me see where -- how far
23 away?

24 JUROR NUMBER 25: It's I guess 30 miles.

25 THE COURT: No, I don't think that calls

Voir Dire

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1 for (indiscernible).

2 JUROR NUMBER 25: And main thing about my
3 work problem, they might have to close the office
4 sometimes because if they --

5 THE COURT: I think the United States
6 Postal Service is going to figure that out.

7 JUROR NUMBER 25: Yeah, but they have a
8 (indiscernible) regulation that --

9 THE COURT: I know that.

10 JUROR NUMBER 25: -- they can call clerk
11 except (indiscernible), and there is no, you know --
12 they have only few (indiscernible) for people there.
13 If they call other people, then they have to pay for
14 it, (indiscernible) and stuff like that.

15 THE COURT: I think we can work that out,
16 but we'll address all of your issues and decide what
17 we're going to do. All right.

18 JUROR NUMBER 25: Sometimes I don't, you
19 know, understand everything, so I might not -- you
20 know, because half of your question I don't
21 (indiscernible) sitting like what he said,
22 (indiscernible) like, you know, not making --
23 understanding all of it.

24 THE COURT: I understand.

25 JUROR NUMBER 25: Yeah.

Voir Dire

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1 THE COURT: And we'll discuss that. Do you
2 have any questions?

3 MR. HANGLEY: I do. Do you have a cable
4 carrier at home? Do you have -- do you have cable at
5 home?

6 JUROR NUMBER 25: Yeah.

7 MR. HANGLEY: Who's it with?

8 JUROR NUMBER 25: We are Verizon I think.
9 I'm not sure because --

10 MR. HANGLEY: Okay.

11 JUROR NUMBER 25: -- my husband
12 (indiscernible).

13 MR. HANGLEY: Do you have any relationship
14 with Comcast of any kind?

15 JUROR NUMBER 25: No, we haven't
16 (indiscernible). We do have a (indiscernible).

17 MR. HANGLEY: Okay.

18 JUROR NUMBER 25: We can't (indiscernible).

19 MR. HANGLEY: What was your experience?

20 JUROR NUMBER 25: I have no idea because my
21 husband -- and I (indiscernible).

22 MR. HANGLEY: Oh, okay. Now, how about
23 Sprint? Do you have any -- do you have a Sprint
24 phone?

25 JUROR NUMBER 25: No.

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1 MR. HANGLEY: I don't think I have any
2 other questions.

3 MR. RIOPELLE: I don't have any questions,
4 Your Honor.

5 THE COURT: Thank you very much.

6 JUROR NUMBER 25: Thanks.

7 THE COURT: I think we have to let her go
8 for English reasons. I don't think -- I've had the
9 United States Postal Service in court a lot. They
10 can work around that.

11 MR. HANGLEY: They can work around that,
12 but --

13 THE COURT: But I'm concerned that she's
14 not going to understand.

15 MR. HANGLEY: She's not going to
16 understand.

17 MR. RIOPELLE: She was telling you she
18 didn't understand, but she seemed to be
19 understanding.

20 THE COURT: How about when he said bad
21 experience with Comcast? That's what you heard.

22 MR. RIOPELLE: She didn't even know what it
23 is.

24 MR. HANGLEY: She didn't even know.

25 MR. RIOPELLE: That was -- that truly

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1 wasn't (indiscernible).

2 THE COURT: I didn't ask you what you
3 thought. What do you think?

4 MR. GOETTLE: No, it's going to be hard for
5 a primary English speaker to understand this case. I
6 agree with you.

7 MR. HANGLEY: Judge, it's hard for me to
8 understand.

9 MR. RIOPELLE: I mean she seemed to be
10 understanding fine when you were talking to her.

11 THE COURT: Well --

12 MR. RIOPELLE: I mean I know she said --

13 (Pause in proceedings.)

14 THE COURT: Juror in seat 26.

15 (Pause in proceedings.)

16 THE COURT: Hi, how are you?

17 JUROR NUMBER 26: Good morning.

18 MR. HANGLEY: Good morning.

19 JUROR NUMBER 26: Good morning.

20 THE COURT: You answered some questions.

21 I'm going to follow up on those answers. First, the
22 question about the hardship serving on a jury --

23 JUROR NUMBER 26: Yeah.

24 THE COURT: -- for the two and a half weeks
25 or so.

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1 JUROR NUMBER 26: Uh-huh. So I just
2 started a training program, a brand new job really.
3 I'm not -- I don't think I'm even ten weeks into it,
4 and there's two other guys that are doing it with me.
5 And, you know, it's a huge setback that even the past
6 two days being here, missing training basically, and
7 I don't think that they're just going to stop
8 training because I'll be out of the office. So it's
9 just like something that I don't even think -- if I
10 was to be here for two and a half weeks, my head
11 wouldn't even be in it just because it's like my
12 career right now.

13 THE COURT: Well, I -- the information with
14 which we were provided says you're a student at
15 Bloomsburg.

16 JUROR NUMBER 26: Uh-uh, no, that's -- I've
17 been actually out of college -- I had a couple jobs
18 after college. I graduated in 2015, but this is like
19 my first career move really.

20 THE COURT: And you're -- we didn't update
21 this.

22 COURTROOM DEPUTY: I don't ask every juror
23 if their information is --

24 THE COURT: Okay. What is your employer's
25 name?

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1 JUROR NUMBER 26: Chubb Insurance. And I'm
2 also studying to take exams to further my insurance
3 career. AIMS it's called.

4 THE COURT: When were you hired by Chubb?

5 JUROR NUMBER 26: My hire date was November
6 7th.

7 THE COURT: What's your position?

8 JUROR NUMBER 26: Business Development
9 Specialist.

10 (Pause in proceedings.)

11 JUROR NUMBER 26: I think there's even
12 travel coming up to the home base in Alpharetta,
13 Georgia.

14 THE COURT: When is the next training
15 program?

16 JUROR NUMBER 26: When is the next one?

17 THE COURT: Yes.

18 JUROR NUMBER 26: My position there is not.
19 We're the only three people in my division. It's
20 kind of like a startup. They're not going to hire
21 until we get promoted basically to the next position,
22 which is Business Development Manager.

23 THE COURT: And how long is this training
24 program?

25 JUROR NUMBER 26: Well, the expected time

Voir Dire

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1 that I'll be in the position is a year and a half.

2 THE COURT: No, the training program.

3 JUROR NUMBER 26: The training program, I
4 would say we'll be training for another five weeks
5 probably.

6 THE COURT: All right. You said you also
7 had some relationship with Comcast --

8 JUROR NUMBER 26: Yeah, they're my --

9 THE COURT: -- or Sprint.

10 JUROR NUMBER 26: -- carrier for my --
11 what's it called -- TV provider.

12 THE COURT: Oh. And are you satisfied with
13 them?

14 JUROR NUMBER 26: I mean I've had some bad
15 customer service experiences, but --

16 THE COURT: You're talking about Comcast
17 issues?

18 JUROR NUMBER 26: Comcast. But I mean I
19 don't know if that would cause me to be like bias. I
20 just think that my head wouldn't be in it if I were
21 to be a juror.

22 THE COURT: Because of your training?

23 JUROR NUMBER 26: Yeah.

24 THE COURT: Cell phone (indiscernible)?

25 JUROR NUMBER 26: I have Verizon.

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1 THE COURT: Are you satisfied with them?

2 JUROR NUMBER 26: Uh-huh.

3 THE COURT: Any problems with the phone?

4 JUROR NUMBER 26: Uh-uh.

5 THE COURT: All right. Questions from
6 counsel?

7 MR. HANGLEY: (Indiscernible) you were on
8 the Dean's List?

9 JUROR NUMBER 26: Yeah.

10 MR. HANGLEY: Okay. So you're a hard
11 worker?

12 JUROR NUMBER 26: I'm what?

13 MR. HANGLEY: A hard worker.

14 JUROR NUMBER 26: Absolutely.

15 MR. HANGLEY: Could you work hard even if
16 this was a pretty technical case? Would you work
17 hard to understand it?

18 JUROR NUMBER 26: I mean, like I said,
19 I'm -- my head is not here. I want to be at work
20 right now learning to further my career, but I mean I
21 guess.

22 MR. HANGLEY: Okay, thank you.

23 MR. RIOPELLE: I think you also answered
24 the question that you worked for a company that does
25 some work with patents?

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1 JUROR NUMBER 26: I think that my company
2 right now has like systems that are in place that are
3 patented.

4 MR. RIOPELLE: Chubb?

5 JUROR NUMBER 26: Yeah.

6 MR. RIOPELLE: Okay. Okay.

7 JUROR NUMBER 26: Like I don't know that
8 much about it though.

9 MR. RIOPELLE: I think that's all the
10 questions I have.

11 JUROR NUMBER 26: Okay.

12 MR. RIOPELLE: Thank you so much.

13 THE COURT: Thank you.

14 JUROR NUMBER 26: Uh-huh.

15 THE COURT: Thank you.

16 JUROR NUMBER 26: Thank you.

17 THE COURT: Are we star-crossed?

18 MR. RIOPELLE: I'm not sure -- I don't
19 see -- I mean I feel for her. I do. I feel for her.
20 But I don't see how that's any different than number
21 5 yesterday.

22 THE COURT: Yeah, you keep talking about 5.
23 We're going to have to back again.

24 MR. RIOPELLE: Well, he -- I mean he's been
25 working on a deal for five years (indiscernible). I

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1 mean I understand, but I'm just trying to --

2 MR. HANGLEY: Yeah, but --

3 MR. RIOPELLE: I want to be consistent
4 across -- consistent across the board of how we do
5 it.

6 THE COURT: Do you want to come back to
7 her?

8 MR. HANGLEY: Well, it wasn't so much the
9 hardship with me. It's the -- I said look, you would
10 have to work very hard on this, and she said no, I
11 wouldn't.

12 THE COURT: What's --

13 MR. RIOPELLE: Well, no, she said -- she
14 said her head wouldn't be in it.

15 THE COURT: Oh, that's what she said.

16 MR. RIOPELLE: But I --

17 MR. HANGLEY: Yeah.

18 MR. RIOPELLE: But I --

19 THE COURT: Her head wouldn't be in it
20 here --

21 MR. HANGLEY: Yeah.

22 THE COURT: -- because of the job.

23 MR. RIOPELLE: But I mean I think if we
24 asked number 5 or if you asked any juror --

25 MR. HANGLEY: No, I asked him that kind of

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1 a question and he said yeah.

2 MR. RIOPELLE: No, we didn't ask number 5
3 that. So this is a hold?

4 THE COURT: Yes.

5 MR. HANGLEY: Yeah.

6 THE COURT: Juror number 27.

7 (Pause in proceedings.)

8 JUROR NUMBER 27: Good morning, Your Honor.

9 THE COURT: How are you, sir?

10 MR. HANGLEY: Good morning.

11 JUROR NUMBER 27: Good morning.

12 MR. RIOPELLE: Good morning.

13 JUROR NUMBER 27: Good morning.

14 THE COURT: I just want to follow up on
15 some of the answers you gave.

16 JUROR NUMBER 27: Uh-huh.

17 THE COURT: First, you said you had a
18 hardship.

19 JUROR NUMBER 27: Yes, sir.

20 THE COURT: Will you tell me about that?

21 JUROR NUMBER 27: Just before the holidays,
22 my daughter, who lives with me, sustained a severe
23 fracture to her leg, something referred to as a pilon
24 fracture.

25 THE COURT: What?

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1 JUROR NUMBER 27: Something referred to as
2 a pilon fracture. She's -- she had multiple
3 fractures in the tibia -- here tibia and fibula, and
4 has had to undergo some surgeries. I brought some
5 paperwork to document that.

6 THE COURT: How old is your daughter?

7 JUROR NUMBER 27: She's 23. And right now,
8 she lives with me. I live alone and I care for her.
9 I work from home. I'm working virtually right now.
10 But she's -- she has to go to physical therapy, she's
11 on crutches, so she's incapacitated. That's really
12 the situation that I'm in.

13 THE COURT: How does she get to physical
14 therapy?

15 JUROR NUMBER 27: I bring her. Well, she
16 was -- she's starting physical therapy this week.
17 She was -- she needs to start it now, according to
18 the paperwork.

19 THE COURT: How far is the therapy from
20 your home?

21 JUROR NUMBER 27: It's about a mile and a
22 half.

23 THE COURT: Is there any other person who
24 could provide transportation services?

25 JUROR NUMBER 27: That's a bit of a

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1 challenge. There may be my mother-in-law, but she
2 cares for a 95-year-old husband, so it's difficult
3 for her. And apart from that, I don't have anyone
4 else that's living close to us.

5 THE COURT: All right. I'm going to ask
6 you some other questions. First, the con -- you said
7 you had some contact with Sprint, Comcast, or Nokia.

8 JUROR NUMBER 27: Yes. I have -- I have a
9 TV and internet service with Comcast.

10 THE COURT: Any problems?

11 JUROR NUMBER 27: No problems.

12 THE COURT: Do you have a cell phone or a
13 smart phone?

14 JUROR NUMBER 27: I do.

15 THE COURT: Who is your provider?

16 JUROR NUMBER 27: Verizon.

17 THE COURT: Any problems with the phone?

18 JUROR NUMBER 27: No problems.

19 THE COURT: You said you were involved in
20 forensic sciences as an expert witness.

21 JUROR NUMBER 27: That's correct.

22 THE COURT: Tell me a little bit about
23 that.

24 JUROR NUMBER 27: In my 20s, I was working
25 for the Bureau of Forensic Sciences in Richmond,

Voir Dire

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1 Virginia as a forensic scientist.

2 MR. HANGLEY: (Indiscernible)?

3 JUROR NUMBER 27: (Indiscernible). And I
4 worked with them, provided expert testimony for about
5 four years in that role throughout the various court
6 systems in the State of Virginia.

7 THE COURT: Did you get involved in any
8 work that had to do with telecommunications,
9 particularly cell phones or smart phones?

10 JUROR NUMBER 27: No.

11 THE COURT: What is your employment now,
12 sir?

13 JUROR NUMBER 27: I'm a clinical
14 pharmacologist. I work for Pfizer Oncology.

15 THE COURT: And where do you work?

16 JUROR NUMBER 27: The office is based out
17 of Collegeville, Pennsylvania.

18 THE COURT: But you work out of your --

19 JUROR NUMBER 27: I work -- I work from
20 home. I work virtually. I'm doing that now to take
21 care of my daughter. And, in fact, she's been
22 offered an interview -- this may not be relevant, but
23 she's been offered an interview or medical school at
24 George Washington University in a couple of weeks,
25 and she's already had to postpone that appointment.

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1 It was supposed to have occurred this week. Because
2 of the surgery and everything, she's postponed that
3 interview until I think February 14th. I'll have to
4 take her down with the wheelchair.

5 THE COURT: Does she move around your house
6 on crutches?

7 JUROR NUMBER 27: She does move in the
8 house with crutches, yes.

9 THE COURT: And how about outside?

10 JUROR NUMBER 27: She doesn't go outside.

11 THE COURT: When she goes outside do you
12 take her in a wheelchair, is that it?

13 JUROR NUMBER 27: I assist her. If we have
14 to get in the car, I bring the car as close to the
15 front door as I can.

16 THE COURT: All right, you've answered my
17 questions. Counsel? Comcast first?

18 MR. HANGLEY: No questions.

19 THE COURT: Mr. Riopelle?

20 MR. RIOPELLE: Yes, you had -- I think you
21 answered this question. You said you worked with a
22 company (indiscernible). Is that Pfizer you were
23 talking about?

24 JUROR NUMBER 27: Actually, yes. It was
25 actually formerly Wyeth first, Wyeth Research --

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1 MR. RIOPELLE: Right.

2 JUROR NUMBER 27: -- before they were
3 acquired by Pfizer. In fact, I had forgotten because
4 (indiscernible) for some work that we had done about
5 22-23 years ago.

6 MR. RIOPELLE: Okay. Did you have -- do
7 you remember the patent process? Did you have any
8 interaction with the U.S. Patent Office?

9 JUROR NUMBER 27: Personally, no. All of
10 that work was administered through our corporate
11 patent attorney.

12 MR. RIOPELLE: And any -- what's your
13 opinion -- do you have any opinion (indiscernible)?

14 JUROR NUMBER 27: No, no, I really don't.

15 MR. GOETTLE: May I ask just a couple of
16 questions?

17 THE COURT: Yes.

18 MR. GOETTLE: Does your daughter driver?

19 JUROR NUMBER 27: She's not able to drive.
20 She's not able to put any weight bearing on this leg
21 probably for a couple of months.

22 MR. GOETTLE: Okay. And may I read the
23 documentation?

24 THE COURT: Let me see the document. This
25 is --

Voir Dire

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1 JUROR NUMBER 27: This is -- this --

2 THE COURT: -- documentation of your
3 daughter's physical condition?

4 JUROR NUMBER 27: Yeah, this is the
5 discharge instruction from Jefferson Hospital I think
6 from January 9th, which also describes her condition.
7 And on the last page is the prescription for her
8 physical therapy.

9 THE COURT: Where is the physical therapy
10 to be provided?

11 JUROR NUMBER 27: It can be provided
12 anywhere that has an appropriate program. We have a
13 facility about a mile and a half from our home called
14 Bounce Back Therapy at -- in Radnor. It's actually
15 in Strafford. And we think that that should be a
16 suitable place to take her.

17 (Pause in proceedings.)

18 JUROR NUMBER 27: But no, she -- it would
19 be illegal for her to drive, actually, because she's
20 got a -- she's got a cast on her foot.

21 THE COURT: Cast on her left --

22 JUROR NUMBER 27: Well, it's her -- it's
23 her right let. It's her right leg. She had -- she
24 had mult -- it was a very significant injury that she
25 sustained. She's got plates, she's got multiple

Voir Dire

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1 scars.

2 THE COURT: Do you wish to see this?

3 MR. HANGLEY: Thank you, Your Honor.

4 MR. RIOPELLE: Oh, my.

5 (Pause in proceedings.)

6 THE COURT: Those are Jefferson records.

7 She's being treated at the Rothman Institute.

8 JUROR NUMBER 27: Yes.

9 THE COURT: The last page deals with the
10 therapy.

11 (Pause in proceedings.)

12 THE COURT: Thank you. Well, I don't think
13 we have need for this. We've examined it, and thank
14 you very much. I hope your daughter has a speedy
15 recovery. Are there any other questions?

16 MR. RIOPELLE: No.

17 MR. HANGLEY: No, Your Honor.

18 MR. GOETTLE: No.

19 THE COURT: Thank you. Thank you very
20 much.

21 JUROR NUMBER 27: Thank you.

22 (Pause in proceedings.)

23 THE COURT: I know why you gave me all
24 the -- are those Sprint or Comcast?

25 MR. RIOPELLE: That's Comcast.

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1 THE COURT: You're using that as a desk?

2 MR. HANGLEY: Yes.

3 THE COURT: By the way, I checked my
4 orders. I don't see where I ordered you to provide
5 two copies of all the exhibits.

6 MR. HANGLEY: You asked for it over the
7 phone.

8 THE COURT: I'm not going to do that
9 anymore.

10 MR. GOETTLE: Your Honor, we actually
11 considered asking you if you're sure you wanted them
12 and --

13 THE COURT: You should have.

14 MR. GOETTLE: -- it's my fault. I should
15 have. It kept slipping --

16 THE COURT: You should --

17 MR. GOETTLE: -- my mind.

18 THE COURT: -- have done it. That's a knee
19 jerk reaction. We always ask.

20 MR. GOETTLE: I should have asked.

21 THE COURT: Yes. All right. Jury number
22 27.

23 MR. RIOPELLE: I really like this juror,
24 but I just don't -- that's a hardship. I mean what
25 are you going to do? I feel bad for the guy.

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1 THE COURT: Just keep all the names that we
2 both --

3 MR. RIOPELLE: I have them all.

4 THE COURT: I don't -- maybe I'm too easy
5 on hardships. At the rate we're going we won't --

6 MR. RIOPELLE: Well, I think that's --

7 THE COURT: Recruit your legal teams.

8 MR. RIOPELLE: But, Judge, you've had -- I
9 don't know (indiscernible) you had an organ donor
10 transplant helicopter, you've had a single caretaker
11 for (indiscernible), (indiscernible), you get this
12 gentleman. I mean it's just --

13 THE COURT: (Indiscernible) at least. What
14 do you want to do?

15 (Pause in proceedings.)

16 THE COURT: Don't laugh.

17 COURTROOM DEPUTY: You said you have eight.

18 THE COURT: Yes.

19 MR. RIOPELLE: That would leave us with
20 two, Your Honor.

21 THE COURT: The majority of two?

22 MR. RIOPELLE: (Indiscernible).

23 THE COURT: We might. Juror number 28.

24 (Pause in proceedings.)

25 JUROR NUMBER 28: Good morning, Your Honor.

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1 THE COURT: How are you, sir?

2 JUROR NUMBER 28: Good.

3 THE COURT: I'm going to follow up on your
4 answers to some of my questions.

5 JUROR NUMBER 28: Sure.

6 THE COURT: First, the hardship question.

7 JUROR NUMBER 28: I run a very small
8 business. We're a three person company: myself, we
9 have a part-time employee, and one warehouse person.
10 If I'm not there, we're not doing any business.
11 We're a small import company. We live and die by me
12 being there. Okay, (indiscernible) --

13 THE COURT: What do you do? What product?

14 JUROR NUMBER 28: Yoga mats. We also
15 import bedding and (indiscernible) fabrics. We
16 import them from Germany. We have some made here
17 domestically in the United States.

18 THE COURT: And when you're not there what
19 happens?

20 JUROR NUMBER 28: There's really nobody
21 there. Like I said, we have one part-time employee
22 who answers the phone. She also manages the office.
23 Other than that, there's really nobody there that has
24 any knowledge about the product or the ability to
25 sell. I do have some salespeople out in the field,

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1 but the majority of the calls come to the office and
2 I handle them. (Indiscernible) new business for
3 existing business.

4 THE COURT: All right, I have some other
5 questions. You said you have some contacts with
6 Sprint, Comcast, or Nokia.

7 JUROR NUMBER 28: Well, a Comcast customer
8 for years. I actually worked for the Philadelphia
9 Flyers for three seasons. At that time they were
10 owned by the Comcast Corporation.

11 THE COURT: Any issues with Comcast?

12 JUROR NUMBER 28: Not particularly, no. I
13 was a Comcast stockholder as well. I don't know if
14 that's an issue.

15 THE COURT: Are you a Comcast stockholder
16 now?

17 JUROR NUMBER 28: Now? No. I say that,
18 but there's mutual funds that I own that could
19 potentially (indiscernible). I don't know
20 specifically.

21 THE COURT: All right. There are some
22 other questions. Well, I think you've answered it.
23 Members, have you ever worked for a company that had
24 patented products or processes? These are patented
25 products --

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1 JUROR NUMBER 28: Some of the products that
2 I sell.

3 THE COURT: -- that you sell?

4 JUROR NUMBER 28: That's correct.

5 THE COURT: You never got involved in the
6 patent process, did you?

7 JUROR NUMBER 28: It's hard to say yes
8 definitively. One of the products that I developed
9 for a customer (indiscernible). We basically just
10 built a (indiscernible) to their steps. We actually
11 own the patent on the material.

12 THE COURT: Is that a mat like?

13 JUROR NUMBER 28: yes.

14 THE COURT: Okay.

15 JUROR NUMBER 28: It was a yoga mat.

16 (Pause in proceedings.)

17 THE COURT: The next question relates to
18 dealings with the United States Patent and Trademark
19 Office. You personally or others?

20 JUROR NUMBER 28: Well, through them
21 bringing us this material, we had to sign a contract
22 basically specific -- you know, saying that we
23 wouldn't infringe on their patent because we could
24 develop other yoga mats that are similar to what
25 their specifications were. So we didn't have to be

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1 very specific as to what we did outside of the
2 business for this particular company.

3 THE COURT: Was there experience, albeit
4 through others, with the Patent and Trademark Office?

5 JUROR NUMBER 28: Directly, no.

6 THE COURT: Was there any either bad
7 experience or any very good experience that might
8 present a problem with you trying to be fair and
9 impartial?

10 JUROR NUMBER 28: No. Specifically,
11 there -- your question, the one you asked, was, you
12 know, whether or not I've dealt with a patent and,
13 you know --

14 THE COURT: And you said yes.

15 JUROR NUMBER 28: Yes.

16 THE COURT: All right. Comcast?

17 MR. HANGLEY: This business of yours --

18 JUROR NUMBER 28: Uh-huh.

19 MR. HANGLEY: -- (indiscernible) --

20 JUROR NUMBER 28: Yes, sir.

21 MR. HANGLEY: -- is that -- is that the
22 name of your company or is that also based upon a
23 product that you --

24 JUROR NUMBER 28: Well, it's one and both.
25 That is our (indiscernible) company. It is also one

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1 of the products that we do carry.

2 MR. HANGLEY: And that's made by
3 (indiscernible)?

4 JUROR NUMBER 28: It is made by us, that's
5 correct.

6 MR. HANGLEY: Okay.

7 JUROR NUMBER 28: So we're a wholesale
8 distributor.

9 MR. HANGLEY: Okay. Now, do you have a
10 retail showroom?

11 JUROR NUMBER 28: Well, no. Because we're
12 a wholesale distributor, we have this very small
13 office. We bring it into our warehouse and then
14 break it down and redistribute it to retail
15 locations.

16 MR. HANGLEY: Okay.

17 JUROR NUMBER 28: We don't deal direct to
18 the public.

19 MR. HANGLEY: And how do the retail -- your
20 customers are retailers?

21 JUROR NUMBER 28: That's correct.

22 MR. HANGLEY: Okay. And do they buy from
23 you online, by telephone?

24 JUROR NUMBER 28: Mostly by telephone. We
25 have an online presence. Mostly, it's direct contact

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1 by me. You know, I will solicit retailers and
2 inquire about what products they're using and how I
3 might fit into their pipeline.

4 MR. HANGLEY: How do you do that?

5 JUROR NUMBER 28: Through trade shows,
6 through emailing lists, contacts, references.

7 MR. HANGLEY: Do you have any trade shows
8 scheduled in the next couple weeks?

9 JUROR NUMBER 28: No, I do not

10 MR. HANGLEY: Okay.

11 JUROR NUMBER 28: And --

12 MR. HANGLEY: Can you --

13 JUROR NUMBER 28: Right.

14 MR. HANGLEY: It sounds to me kind of like
15 you're a business where a lot of the business can be
16 done in the evening?

17 JUROR NUMBER 28: Not typically, no. If
18 you want to go back into the hardship, I stopped with
19 just the business. I have a ten-year-old son. My
20 wife does travel. She has business travel for next
21 week and the following week -- or, excuse me, this
22 week and next week. So that presents a problem. I
23 don't have extended care for my son. To be here in
24 the morning at the appropriate time, I wouldn't be
25 able to get him on the bus. So there's other things,

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1 other circumstances, that --

2 MR. HANGLEY: Do you own -- do you own a
3 cell phone?

4 JUROR NUMBER 28: Yes, I do.

5 MR. HANGLEY: Who's your cell phone
6 provider?

7 JUROR NUMBER 28: AT&T.

8 MR. HANGLEY: Have you ever used Sprint?

9 JUROR NUMBER 28: No.

10 MR. HANGLEY: Have you had any questionable
11 dealings with the United States Patent Office?

12 JUROR NUMBER 28: No. Like I said, it was
13 just enforcing some of the directions (indiscernible)
14 this person's patent. They have gone through all
15 that process.

16 MR. HANGLEY: May I ask just a couple more,
17 Your Honor.

18 THE COURT: Yes.

19 MR. HANGLEY: First of all, you live kind
20 of far. You live (indiscernible)?

21 JUROR NUMBER 28: Malvern.

22 MR. HANGLEY: Okay. So that's
23 (indiscernible).

24 JUROR NUMBER 28: I don't know. I thought
25 the same thing when you came in. Do you -- I play a

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1 lot of golf. I'm an avid golfer.

2 MR. HANGLEY: Something I do not do at all.

3 JUROR NUMBER 28: Do you (indiscernible)?

4 MR. HANGLEY: No. No.

5 JUROR NUMBER 28: All right. Those are two
6 things --

7 MR. HANGLEY: But my father-in-law did.

8 JUROR NUMBER 28: Okay. Do you look like
9 him?

10 MR. RIOPELLE: You met each other's
11 doppleganger?

12 JUROR NUMBER 28: Well, (indiscernible) of
13 my father. My father has lived in the Mainline for
14 quite a number of years.

15 MR. HANGLEY: (Indiscernible).

16 JUROR NUMBER 28: Oh, you don't? Well,
17 then nevermind. I've lived in the Philadelphia area
18 my whole life.

19 MR. HANGLEY: And the other question, if
20 you don't mind my asking, is you --

21 JUROR NUMBER 28: Uh-huh.

22 MR. HANGLEY: -- worked for the Flyers.
23 Was that Comcast Spectacor?

24 JUROR NUMBER 28: Yes.

25 MR. HANGLEY: Why did you leave?

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1 JUROR NUMBER 28: It was choice. Yeah,
2 there was nothing -- there was no -- no, it was not
3 particular reason other than opportunity.

4 MR. HANGLEY: Okay. Nothing else.

5 MR. RIOPELLE: Nothing else from us, Your
6 Honor.

7 THE COURT: Thank you.

8 MR. RIOPELLE: Thank you so much.

9 JUROR NUMBER 28: Okay. Thank you for your
10 time.

11 THE COURT: Okay.

12 MR. HANGLEY: I don't think we have much.

13 THE COURT: No, I don't think so either.

14 MR. HANGLEY: Think he's good?

15 THE COURT: There's no cause. Juror in
16 seat 29.

17 (Pause in proceedings.)

18 THE COURT: She's coming up with some
19 documents.

20 JUROR NUMBER 29: Good morning.

21 THE COURT: Good morning. How are you?

22 JUROR NUMBER 29: As I would love to be on
23 your jury, my problem is I am going to be traveling
24 between February 14th and the 21st. My daughter is in
25 a residential treatment program in Idaho and it's a

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1 therapeutic meeting to go out and see her. I haven't
2 seen her since November. I have airline tickets and
3 I have the explanation of what there -- the purpose
4 of our trip is.

5 THE COURT: You and your husband is it?

6 JUROR NUMBER 29: My husband, yes.

7 THE COURT: And your daughter is in therapy
8 for an addiction or --

9 JUROR NUMBER 29: No. Well, mental health
10 issues, not an addiction. Depression.

11 THE COURT: And you've made the
12 arrangements, airline tickets?

13 JUROR NUMBER 29: Yeah. Yeah, I have
14 everything.

15 THE COURT: It says its going to go see the
16 worlds. You're not going to see the world though,
17 are you?

18 JUROR NUMBER 29: I'm not going to see the
19 world, no.

20 THE COURT: All right.

21 JUROR NUMBER 29: You know, I mean, like I
22 said, I haven't seen here since November and so it's
23 pleasurable in that effect, but I'd rather she wasn't
24 there and I'd rather we weren't going there to see
25 her.

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1 THE COURT: Of course.

2 JUROR NUMBER 29: So --

3 MR. HANGLEY: I don't have any questions.

4 MR. RIOPELLE: No, I don't.

5 THE COURT: Thank you.

6 JUROR NUMBER 29: All right, thank you.

7 Thank you very much.

8 THE COURT: I don't think (indiscernible).

9 We missed that one. I thought we touched all the
10 boxes.

11 MR. RIOPELLE: That's the hardship one.

12 THE COURT: Yes.

13 (Pause in proceedings.)

14 THE COURT: Juror in seat 30. 30. She's a
15 little hard of hearing unless I wasn't clear.

16 (Pause in proceedings.)

17 THE COURT: Good morning. Can you come a
18 little closer? I'm going to ask you some questions
19 about the answers that you gave. First, cell phone,
20 smart phone, do you have one?

21 JUROR NUMBER 30: Yes.

22 THE COURT: And who is your supplier?

23 JUROR NUMBER 30: Verizon. Comcast
24 (indiscernible).

25 THE COURT: Comcast is not?

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1 JUROR NUMBER 30: Yes, (indiscernible) yes,
2 to provide (indiscernible) Verizon.

3 THE COURT: Can you speak up?

4 JUROR NUMBER 30: It's a TV/phone package
5 together.

6 THE COURT: Do you have any problems with
7 Comcast?

8 JUROR NUMBER 30: We've had to go to
9 (indiscernible). They rectified the (indiscernible)
10 and the goods have been good.

11 THE COURT: Is there any reason, based on
12 your relationship with Comcast, that you couldn't be
13 fair and impartial if you're selected?

14 JUROR NUMBER 30: I think I could be, yes.
15 It's nothing extreme.

16 THE COURT: You said your son's friend is a
17 patent lawyer.

18 JUROR NUMBER 30: Yes.

19 THE COURT: Do you speak to him about
20 patent-related matters?

21 JUROR NUMBER 30: No. He lives in D.C. I
22 saw him for his wedding last week and that's
23 (indiscernible).

24 THE COURT: Well, if you're selected to
25 serve on the jury, you cannot talk to this friend of

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1 your son's --

2 JUROR NUMBER 30: Of course not.

3 THE COURT: -- about patent matters until
4 after the case is over.

5 JUROR NUMBER 30: After, yes.

6 THE COURT: Yes.

7 JUROR NUMBER 30: He'll probably be very
8 curious afterwards.

9 THE COURT: I'm sure he would be. Any
10 questions from counsel?

11 MR. HANGLEY: Do you -- are there any
12 physical conditions that would make it difficult for
13 you to serve?

14 JUROR NUMBER 30: No.

15 MR. HANGLEY: Okay. I don't think I have
16 any other questions.

17 JUROR NUMBER 30: Thank you.

18 THE COURT: Mr. Riopelle?

19 MR. RIOPELLE: I just -- I was -- you said
20 you have Comcast. Do you have Verizon as your cell
21 phone provider?

22 JUROR NUMBER 30: Yes.

23 MR. RIOPELLE: Okay.

24 JUROR NUMBER 30: And we are -- we already
25 have a Comcast and Verizon package with phone and TV

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1 (indiscernible) get reduced rates and additional
2 benefits if you (indiscernible).

3 MR. RIOPELLE: Okay. All right.

4 THE COURT: Thank you very much.

5 JUROR NUMBER 30: Thank you.

6 MR. HANGLEY: Thank you. Oh, may I ask one
7 more?

8 THE COURT: Yes.

9 MR. HANGLEY: Where did you teach?

10 JUROR NUMBER 30: In Lancaster.

11 MR. HANGLEY: What level?

12 JUROR NUMBER 30: A high school.

13 MR. HANGLEY: Thank you.

14 THE COURT: I didn't hear.

15 MR. HANGLEY: She was a high school teacher
16 in Lancaster. She's (indiscernible).

17 THE COURT: We got no reason to excuse her
18 for cause.

19 MR. HANGLEY: So it must have been you.

20 THE COURT: Juror 31.

21 (Pause in proceedings.)

22 THE COURT: Hi, how are you?

23 JUROR NUMBER 31: Good.

24 THE COURT: I'm going to follow up on some
25 of the questions that you've answered.

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1 JUROR NUMBER 31: Okay.

2 THE COURT: First, have you, any members of
3 your immediate family, or any close friends ever had
4 any experience, good or bad, with Comcast or Sprint
5 that might prevent you from being fair and impartial?

6 JUROR NUMBER 31: I mean I have to -- I
7 mean I have a family member that worked for Comcast
8 for many years and I have a Comcast -- we have
9 Comcast as our provider for over 20 years, but I
10 don't know if that actually --

11 THE COURT: Well, it's good that you told
12 us.

13 JUROR NUMBER 31: Yeah.

14 THE COURT: But that wouldn't prevent --

15 JUROR NUMBER 31: No.

16 THE COURT: -- you from being fair --

17 JUROR NUMBER 31: From being fair.

18 THE COURT: -- and impartial?

19 JUROR NUMBER 31: I can't say that.

20 THE COURT: You answered a number of other
21 questions, and I'm going to cover them very briefly.
22 Worked in the following fields: patents, trademarks,
23 cell phone, computers, science?

24 JUROR NUMBER 31: I work for a
25 pharmaceutical company. So I mean I can't say

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1 computer science.

2 THE COURT: No. Do you get involved in
3 patented products?

4 JUROR NUMBER 31: Well, I mean we have
5 plenty of patented products.

6 THE COURT: But you're not involved in the
7 patents at all?

8 JUROR NUMBER 31: R&D, but not anything to
9 do with patents.

10 THE COURT: Cell phone, smart phone --

11 JUROR NUMBER 31: Yeah.

12 THE COURT: -- you have one?

13 JUROR NUMBER 31: Yes.

14 THE COURT: Your provider is?

15 JUROR NUMBER 31: AT&T.

16 THE COURT: Have you ever --

17 JUROR NUMBER 31: AT&T cell phone.

18 THE COURT: -- had a cell phone or a smart
19 phone provider Comcast or Sprint?

20 JUROR NUMBER 31: No.

21 THE COURT: Any problem with the cell phone
22 you -- or smart phone that you have?

23 JUROR NUMBER 31: No.

24 THE COURT: And do you use it for text
25 messaging and --

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1 JUROR NUMBER 31: Yes.

2 THE COURT: -- (indiscernible) messaging?

3 JUROR NUMBER 31: Yes.

4 THE COURT: All right. I have no further
5 questions.

6 MR. HANGLEY: What does a regulatory
7 associate of J&J do?

8 JUROR NUMBER 31: (Indiscernible)
9 operations, so we -- I do more the planning for
10 (indiscernible).

11 MR. HANGLEY: Okay.

12 JUROR NUMBER 31: So make sure that we
13 (indiscernible) the regulations and more timelines,
14 getting documents (indiscernible), making sure that
15 they're filed on time.

16 MR. HANGLEY: Okay. Do you have a
17 scientific background?

18 JUROR NUMBER 31: No, I'm working with
19 another J&J employee.

20 MR. HANGLEY: I see.

21 THE COURT: You'll be a business
22 (indiscernible) --

23 JUROR NUMBER 31: In the design field,
24 yeah.

25 THE COURT: Okay.

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1 JUROR NUMBER 31: Yeah.

2 MR. RIOPELLE: You said you had a family
3 member who worked for Comcast?

4 JUROR NUMBER 31: Yes.

5 MR. RIOPELLE: Do you know what they did
6 for Comcast?

7 JUROR NUMBER 31: I really don't, no.

8 MR. RIOPELLE: Okay.

9 JUROR NUMBER 31: I just know that he
10 worked for Comcast for probably over ten years.

11 MR. RIOPELLE: Do you ever talk to him
12 about his experience at Comcast?

13 JUROR NUMBER 31: No. No.

14 MR. HANGLEY: Okay. I don't -- and there's
15 nothing in Comcast -- your relationship with Comcast
16 that would get (indiscernible)?

17 JUROR NUMBER 31: No.

18 MR. HANGLEY: Okay.

19 JUROR NUMBER 31: I could imagine.

20 THE COURT: Thank you very much.

21 JUROR NUMBER 31: Thank you.

22 MR. HANGLEY: Thank you.

23 MR. RIOPELLE: Thank you.

24 THE COURT: No cause, no hardship. Juror
25 32.

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1 MR. HANGLEY: I think that may be our first
2 two wins back to back. It's a big day when that
3 happens to the Sixers this year.

4 THE COURT: Except I don't -- I don't want
5 to jinx --

6 JUROR NUMBER 32: Your Honor.

7 THE COURT: How are you?

8 JUROR NUMBER 32: Good morning.

9 THE COURT: Good morning. I'm going to
10 follow up on some of the answers that you gave.

11 JUROR NUMBER 32: Sure thing.

12 THE COURT: Have you, any members --

13 MR. HANGLEY: (Indiscernible).

14 JUROR NUMBER 32: Yes, sir,
15 (indiscernible).

16 THE COURT: Have you, any members of your
17 immediate family, or close friends ever worked for a
18 series of companies: Acision, Comverse, Syniverse,
19 Openwave, Nokia Siemens, Ericsson, Nortel, and
20 Alcatel-Lucent?

21 JUROR NUMBER 32: Yeah, I work with people
22 from Ericsson every single day. I work -- I work
23 with Ericsson every -- people from Ericsson everyday.

24 THE COURT: Well, they're not involved as a
25 party.

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1 JUROR NUMBER 32: Sure.

2 THE COURT: They're involved in some of the
3 background.

4 JUROR NUMBER 32: Uh-huh.

5 THE COURT: Would that involvement that you
6 have prevent you --

7 JUROR NUMBER 32: With Ericsson, no.

8 THE COURT: That wouldn't prevent you --

9 JUROR NUMBER 32: With Sprint, yeah.

10 MR. RIOPELLE: He works (indiscernible),
11 Your Honor.

12 JUROR NUMBER 32: They're a direct --
13 they're a direct competitor of mine.

14 THE COURT: Okay.

15 MR. HANGLEY: And he's in the legal
16 department --

17 JUROR NUMBER 32: And I'm in the legal
18 department of --

19 MR. HANGLEY: -- for T-Mobile.

20 JUROR NUMBER 32: -- T-Mobile. So if --
21 you know, I mean --

22 MR. FINKELSON: You may want to skip past
23 the answers to all the other questions.

24 JUROR NUMBER 32: They lose customers, I
25 win. I'm sorry, I don't mean to be --

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1 THE COURT: I must have missed something.
2 I must have missed something. He's wearing the
3 jacket.

4 JUROR NUMBER 32: (Indiscernible).

5 THE COURT: You did that on purpose.

6 JUROR NUMBER 32: I wore it yesterday. I
7 didn't (indiscernible). I mean (indiscernible).

8 THE COURT: Do you have any relationship --
9 maybe we can balance this out.

10 MR. FINKELSON: You might be the solution
11 to (indiscernible).

12 THE COURT: I gather your relationship with
13 Sprint is a fairly close one?

14 JUROR NUMBER 32: Well, not close. It's
15 adversarial.

16 THE COURT: Well, but you're in touch with
17 them a lot? That's what I --

18 JUROR NUMBER 32: No, I don't talk with
19 Sprint at all. They're a competitor of ours, sir.
20 We go after the same customers.

21 THE COURT: And you have no direct dealings
22 with Sprint?

23 JUROR NUMBER 32: No direct dealings, no.

24 THE COURT: Any similar relationship with
25 Comcast?

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1 JUROR NUMBER 32: I have no relationship
2 with Comcast whatsoever.

3 THE COURT: Do we need to ask anymore
4 questions?

5 MR. HANGLEY: I don't think so.

6 MR. RIOPELLE: I don't think so.

7 JUROR NUMBER 32: I'm sorry.

8 THE COURT: No.

9 JUROR NUMBER 32: As soon as I heard that,
10 I was like --

11 MR. RIOPELLE: Luck of the draw.

12 MR. FINKELSON: Luck of the draw.

13 THE COURT: Okay.

14 JUROR NUMBER 32: Okay, thank you.

15 THE COURT: I see no problem. The record
16 will reflect that I was -- that's my only -- that
17 gentleman was wearing a T-Mobile jacket. I didn't
18 pick it up.

19 MR. FINKELSON: Not only was it a T-Mobile
20 jacket, it said "Legal Enforcement" on the side.

21 MR. RIOPELLE: I know.

22 THE COURT: This is cause. 18.

23 (Pause in proceedings.)

24 THE COURT: Juror in seat 33. So now we
25 have 11. Good morning.

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1 JUROR NUMBER 33: Good morning.

2 MR. HANGLEY: Good morning.

3 THE COURT: Good morning. How are you?

4 JUROR NUMBER 33: I'm okay.

5 THE COURT: I'm going to follow up on some
6 of your answers. The first, the hardship, will you
7 tell me what it is, please?

8 JUROR NUMBER 33: Well, I'm a project
9 manager and I've got three projects going on right
10 now and one that's due to be completed this month. I
11 (indiscernible) the end of the month and some things
12 going on through the early (indiscernible). And one
13 of my associates is out of the office for the month
14 of February, so a lot of work to be done and not a
15 lot of people to do it.

16 THE COURT: I'm going to ask some -- thank
17 you for that. I'm going to ask you some other
18 questions.

19 JUROR NUMBER 33: Sure.

20 THE COURT: One, have you, any members of
21 your immediate family, or any close friends ever had
22 any experience, good or bad, with Comcast or Sprint
23 that might prevent you from being fair and impartial?

24 JUROR NUMBER 33: We had Comcast cable
25 service when I first moved to Pennsylvania, and I

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1 switched because rates were going up and their
2 service was going down.

3 THE COURT: How long ago was that switch?

4 JUROR NUMBER 33: Ten years ago, eight
5 years.

6 THE COURT: Would you be able to put that
7 aside if you were selected to serve on the jury and
8 treat Comcast fairly and impartially?

9 JUROR NUMBER 33: For that, yes, but I
10 don't deny I have some opinions already.

11 THE COURT: Well, tell me about them.

12 JUROR NUMBER 33: I don't understand why
13 they're suing. I mean Comcast isn't currently in the
14 cell phone business.

15 THE COURT: Pardon me?

16 JUROR NUMBER 33: Comcast doesn't currently
17 provide cell phone business. Sprint has been in it
18 for decades. So if they bought some technology from
19 another company that never sued Sprint for this
20 infringement, why is Comcast?

21 THE COURT: Well, there might be an answer
22 to that. I'm sure we'll hear some answers. Comcast
23 owns the patent and they're charging Sprint with
24 infringement.

25 JUROR NUMBER 33: Well, I understand that.

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1 THE COURT: And Sprint says they didn't
2 infringe, number one, and number two, the patent is
3 invalid for several reasons.

4 JUROR NUMBER 33: Uh-huh.

5 THE COURT: Now, would that view that you
6 just expressed --

7 JUROR NUMBER 33: Uh-huh.

8 THE COURT: -- prevent you from being fair
9 and impartial?

10 JUROR NUMBER 33: I don't know.

11 THE COURT: Well, I think it's -- it will
12 be agreed that Comcast never practiced the patent,
13 but you don't have to practice a patent in order to
14 use a patent to protect yourself, to protect the
15 patent.

16 JUROR NUMBER 33: I know IBM used to play
17 that stuff when my father worked for IBM. I just --
18 I'm not impressed with that (indiscernible).

19 THE COURT: Are you saying you could not be
20 fair?

21 JUROR NUMBER 33: I don't know that I
22 could. I honestly don't know that I could.

23 THE COURT: All right. Any questions?

24 MR. HANGLEY: No questions.

25 MR. RIOPELLE: No.

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1 MR. FINKELSON: No questions.

2 THE COURT: Thank you very much.

3 JUROR NUMBER 33: Thank you.

4 MR. GOETTLE: I like that. Very direct.

5 THE COURT: She certainly had a grasp of
6 the issue.

7 MR. GOETTLE: I don't --

8 THE COURT: I assume --

9 MR. GOETTLE: -- know what issue you're
10 talking about, Your Honor.

11 THE COURT: I assume (indiscernible)?
12 (Indiscernible) change it to cause. Juror 34.

13 (Pause in proceedings.)

14 JUROR NUMBER 34: Good morning.

15 THE COURT: Good morning. How are you,
16 sir?

17 JUROR NUMBER 34: I'm well. How are you?

18 THE COURT: I'm going to follow up on some
19 of the answers that you gave here.

20 JUROR NUMBER 34: Okay.

21 THE COURT: And we're going to start with
22 the hardship question. Will you tell me about it,
23 please?

24 JUROR NUMBER 34: Sure. I'm the Vice
25 President of Account Management and Client Management

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1 for my company, and so I'm ultimately responsible for
2 maintaining relationships and maintaining the
3 business. And in the next three weeks I have huge
4 meetings already scheduled with large hospital
5 systems, Tenet, HCA, and there are a lot of folks,
6 high level, that have committed from those
7 organizations to attend. So if I were to have to
8 cancel those, that would not help our relationship
9 with them. So I have two of those next week, another
10 one the next week already scheduled.

11 THE COURT: With what institutions?

12 JUROR NUMBER 34: I have St. Barnabas
13 Health next week. I have HCA and Tenet the following
14 week. And that's in Nashville and Dallas.

15 THE COURT: Barnabas is in North Jersey?

16 JUROR NUMBER 34: Yeah.

17 THE COURT: And Tenet is based --

18 JUROR NUMBER 34: Tenet is Dallas and HCA
19 is Nashville.

20 THE COURT: And do you have travel
21 arrangements already booked?

22 JUROR NUMBER 34: Yes.

23 THE COURT: Is there anyone who can fill in
24 for you if you're unavailable?

25 JUROR NUMBER 34: Barnabas is my

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1 relationship so there's no one who can fill in.
2 There's no one who's familiar enough with that
3 business to fill in. That would have to be
4 rescheduled. The HCA is my relationship also. The
5 Tenet one, there's other people going from my
6 company, but I'm the main contact person, so I would
7 probably push to reschedule that one.

8 THE COURT: Okay. Let me ask some other
9 questions and then I'll (indiscernible) counsel to
10 ask.

11 JUROR NUMBER 34: Okay.

12 THE COURT: You said you had some contacts
13 with Sprint, Comcast, or Nokia. Can you tell me
14 when?

15 JUROR NUMBER 34: I'm a Comcast customer.

16 THE COURT: Are you satisfied with --

17 JUROR NUMBER 34: Yeah.

18 THE COURT: -- the Comcast service?

19 JUROR NUMBER 34: Yes.

20 THE COURT: Does Comcast provide your cell
21 phone, your smart phone service?

22 JUROR NUMBER 34: No.

23 THE COURT: Who provides that service?

24 JUROR NUMBER 34: That's verizon.

25 THE COURT: Any problems with that service?

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1 JUROR NUMBER 34: It's really expensive. I
2 used to pay \$10 to have a telephone. Now I pay \$500.

3 THE COURT: I'm reminded of the current
4 Verizon -- anti-Verizon ad. I don't know who's
5 running it, but getting a smile, it might very well
6 be --

7 MR. FINKELSON: Sprint and Verizon. It's
8 the former Verizon spokesman.

9 JUROR NUMBER 34: Oh, right, right. Quite
10 effective I might say.

11 MR. FINKELSON: Oh, it's good.

12 JUROR NUMBER 34: It's got me thinking --
13 it's got me thinking about it.

14 THE COURT: What? Is that the one with the
15 bugs?

16 MR. FINKELSON: No, it's the one --

17 MR. RIOPELLE: No.

18 MR. FINKELSON: -- with the former "Can you
19 hear me now" guy.

20 THE COURT: Oh.

21 MR. FINKELSON: It's the one that --

22 THE COURT: He's not there anymore?

23 MR. FINKELSON: He's now with Sprint and
24 now you can hear him.

25 MR. HANGLEY: Well, a little less.

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1 THE COURT: Some other questions. Close
2 friends, family, or perhaps you work for Acision,
3 Comverse, Syniverse, Openwave, Nokia Siemens,
4 Ericsson, Nortel, or Alcatel-Lucent?

5 JUROR NUMBER 34: Yeah, I worked for
6 Alcatel directly back in the 80s. I was an employee
7 of their business telecom sales force. And I worked
8 for them for three years, and then they pulled out of
9 the United States market because Alcatel is a French
10 company. So they left a whole bunch of us unemployed
11 for a while.

12 THE COURT: They're not parties -- or it is
13 not a party. Alcatel is not a party. But they're
14 mentioned and they're involved in some of the
15 proceedings, so you'll hear their name. That
16 wouldn't present a problem for you, would it?

17 JUROR NUMBER 34: I don't have a real
18 good --

19 THE COURT: Pardon?

20 JUROR NUMBER 34: I don't have a real good
21 feeling for them, but I don't --

22 THE COURT: Because of what they did?

23 JUROR NUMBER 34: Yeah.

24 THE COURT: Well, they're not -- do they
25 emerge on one side or another in your case?

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1 MR. HANGLEY: Your Honor, (indiscernible)
2 in terms of someone being accused of (indiscernible).

3 MR. FINKELSON: And one of our witnesses
4 was at one time employed in electrical engineering
5 for Alcatel-Lucent.

6 MR. RIOPELLE: I think that name would have
7 been read. Just so your comfortable that he doesn't
8 know him, it was James Finnegan.

9 MR. FINKELSON: James Finnegan.

10 MR. RIOPELLE: Yeah.

11 MR. FINKELSON: No, you wouldn't -- no, he
12 wouldn't --

13 THE COURT: What were the years?

14 JUROR NUMBER 34: I was with them -- that
15 would have been probably '85, '86, '87.

16 THE COURT: And where?

17 JUROR NUMBER 34: In King of Prussia is
18 their office.

19 THE COURT: All right. Do you have any
20 other questions?

21 MR. HANGLEY: Yeah, I do. You are a
22 healthcare accountant?

23 JUROR NUMBER 34: We're called account
24 managers.

25 MR. HANGLEY: Account manager. And for

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1 what company?

2 JUROR NUMBER 34: It's Optim. It's part of
3 Optim, which is UnitedHealth Group.

4 MR. HANGLEY: UnitedHealth Group is a huge
5 company, right?

6 JUROR NUMBER 34: Yes.

7 MR. HANGLEY: Okay. How about Optim?

8 JUROR NUMBER 34: Optim is half of
9 UnitedHealth Group, so Optim is about the same size
10 as UnitedHealthcare. Those are the two companies
11 that are under UnitedHealth Group.

12 MR. HANGLEY: Okay. And how many -- how
13 many people are there who share your title throughout
14 the company would you -- would you estimate?

15 JUROR NUMBER 34: Well, in the division
16 that I work for, which is based in Newtown Square,
17 and we're the ones that deal with the hospitals and
18 the services to the hospitals --

19 MR. HANGLEY: Nationwide?

20 JUROR NUMBER 34: Yes. I'm the only one in
21 that position. I have a bunch of people underneath
22 me, but they handle the smaller hospital
23 relationships. I handle all the corporate
24 relationships.

25 MR. HANGLEY: I see.

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1 JUROR NUMBER 34: So that's why this is a
2 little bit of an issue.

3 MR. HANGLEY: When you go to these meetings
4 over the next couple weeks how many people from Optim
5 are going to be going?

6 JUROR NUMBER 34: Barnabas --

7 MR. HANGLEY: I think you said they were
8 different numbers.

9 JUROR NUMBER 34: Yeah, I mean the Barnabas
10 meeting is probably going to be myself and one other
11 person, someone from our IT group that can explain
12 some of the IT things that I can't explain. The HCA
13 meeting is just myself. And then the Tenet meeting
14 is probably going to be four of us.

15 MR. HANGLEY: Okay.

16 JUROR NUMBER 34: Now, I mean --

17 MR. HANGLEY: And then how about what do
18 the gangs look like on the other side of the table?

19 JUROR NUMBER 34: The Barnabas meeting will
20 be probably four or five on their side. HCA will be
21 two on their side. And then Tenet will probably be
22 five or six executives.

23 MR. HANGLEY: Okay.

24 JUROR NUMBER 34: The Tenet is obviously
25 the biggest one. I think we have \$16 million at risk

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1 (indiscernible). If I have to reschedule that, that
2 will be damaging.

3 MR. HANGLEY: Okay. That's all. Thank
4 you.

5 MR. RIOPELLE: No questions, Your Honor.

6 THE COURT: Thank you.

7 MR. HANGLEY: Thank you very much.

8 JUROR NUMBER 34: You're welcome. Thank
9 you.

10 THE COURT: Mr. Hangley?

11 MR. HANGLEY: I guess I'm trying to decide
12 with the liability of the last question because
13 that's the one that turns it, which is his Tenet deal
14 is in jeopardy (indiscernible).

15 THE COURT: All right.

16 MR. HANGLEY: What did you guys think?

17 MR. RIOPELLE: I don't know. I think -- I
18 think he's also in the same boat as those other two.
19 I mean I feel for the guy. Don't get me wrong.

20 MR. HANGLEY: That's fine with me.

21 MR. RIOPELLE: But there's (indiscernible).

22 MR. HANGLEY: Okay. So I think they're --
23 I think we're asking that you put a sticky note. I
24 was between -- I was between that and saying no
25 cause.

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1 MR. RIOPELLE: Yeah.

2 THE COURT: Well, it's hardship.

3 MR. RIOPELLE: It's a hardship.

4 MR. HANGLEY: I'm sorry, no hardship
5 justification.

6 THE COURT: Okay. Juror number 35.

7 MR. HANGLEY: Are we going to be taking a
8 break at some point?

9 THE COURT: Do you want to?

10 MR. HANGLEY: Well, in a few minutes I
11 think I'll need one.

12 THE COURT: Okay.

13 JUROR NUMBER 35: Gentlemen. Your Honor.

14 THE COURT: How are you?

15 JUROR NUMBER 35: Fine. Yourself?

16 THE COURT: I'm going to follow up on some
17 of the questions that you answered.

18 JUROR NUMBER 35: Okay.

19 THE COURT: First, the hardship, will you
20 tell me what it is?

21 JUROR NUMBER 35: Pardon me, sir?

22 THE COURT: The hardship question.

23 JUROR NUMBER 35: I manage facilities and
24 fleet maintenance for a trucking company, facilities
25 in Olney, Pennsylvania; Lexington, Kentucky; Ocala,

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1 Florida. I fired my shop manager last weekend in
2 Lexington, last Wednesday, and the beginning of this
3 week I was out (indiscernible) taking down on Monday
4 to look (indiscernible). The end of next week my
5 wife and I were planning to go to Vermont for our
6 30th anniversary for a couple days. (Indiscernible)
7 year.

8 THE COURT: Do you have prepaid tickets for
9 either of those things?

10 JUROR NUMBER 35: Well, no, the couple --
11 well, for Kentucky, sure. I drive down to Lexington
12 because it's nine hours from Vermont. The couple
13 that we go with has a condo that we spend with them.
14 We have summer deals that we take and get some -- and
15 (indiscernible).

16 THE COURT: Okay.

17 JUROR NUMBER 35: So (indiscernible)
18 prepaid.

19 THE COURT: All right. I'm going to ask
20 you some other questions. You said you had contacts
21 with Nokia, Comcast, or Sprint.

22 JUROR NUMBER 35: We used to have Comcast
23 for home service and we -- for Sprint, I used to have
24 Sprint Nextel for cellular service.

25 THE COURT: Any problems with either?

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1 JUROR NUMBER 35: Well, we switched from
2 Comcast to Verizon because of the, you know, service
3 and quality we felt was better with the fiberoptic
4 than cable.

5 THE COURT: Would that prevent you from
6 being fair and impartial?

7 JUROR NUMBER 35: No, that would not.

8 THE COURT: You answered some other
9 questions.

10 (Pause in proceedings.)

11 THE COURT: Have you, any members of your
12 immediate family, or any close friends had any
13 training, education in, or been employed in the
14 following fields: patents, cell phones, computer
15 science?

16 JUROR NUMBER 35: Well, the company that I
17 worked for before for Clemens Markets I handled real
18 estate development. We had a patent for a
19 refrigerated salad bar top, which I worked with an
20 attorney to get that patent. I also worked with
21 (indiscernible). We had a corporate office building
22 in Kulpsville which I negotiated with Nextel at the
23 time to put a cell tower -- a cell building, but that
24 never would have happened -- never happened because
25 then (indiscernible) to get on the tower. I believe

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1 it was AT&T, and then they decided not to go on our
2 (indiscernible).

3 THE COURT: Anything about that experience
4 that would prevent you from being fair and impartial?

5 JUROR NUMBER 35: No.

6 (Pause in proceedings.)

7 THE COURT: Have you had any very good or
8 very bad experience with the United States Patent and
9 Trademark Office?

10 JUROR NUMBER 35: No, they were
11 (indiscernible).

12 THE COURT: All right, I'll let counsel
13 follow.

14 MR. GOETTLE: So you just -- you worked
15 with an attorney in your pre -- in your previous job
16 you worked --

17 JUROR NUMBER 35: Yeah.

18 MR. GOETTLE: -- with an attorney on a
19 patent?

20 JUROR NUMBER 35: Yeah.

21 MR. GOETTLE: Can you tell me about it?

22 JUROR NUMBER 35: We had a refrigerated --
23 we were in the supermarket business. We had salad
24 bars. And one of our gentleman in merchandising came
25 up with an idea to put a refrigerated drink top on

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1 top of the salad bars, okay?

2 MR. GOETTLE: Oh.

3 JUROR NUMBER 35: It was nothing that was
4 ever done.

5 MR. GOETTLE: Uh-huh.

6 JUROR NUMBER 35: So I worked with him
7 because he was a merchandiser. I handled the
8 (indiscernible), the construction, the development of
9 the idea, and the actual property that was going to
10 sit on top of the salad bar.

11 MR. GOETTLE: I see.

12 JUROR NUMBER 35: Then I worked with the
13 patent attorney that our corporate had to get the
14 patent.

15 MR. GOETTLE: So you -- who was -- who was
16 the inventor on the patent? Was it you or --

17 JUROR NUMBER 35: He --

18 MR. GOETTLE: -- this gentleman?

19 JUROR NUMBER 35: This gentleman, but he
20 really -- the patent went into Clemens Markets. He
21 had an idea, but he had --

22 MR. FINKELSON: (Indiscernible)?

23 JUROR NUMBER 35: Clemens --

24 MR. FINKELSON: To Clemens --

25 THE COURT: Clemens Market. It's a local

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1 market.

2 MR. FINKELSON: I just couldn't hear you.

3 JUROR NUMBER 35: Understood.

4 MR. GOETTLE: So you built -- I see. You
5 built sort of like an implementation of this idea?

6 JUROR NUMBER 35: Correct.

7 THE COURT: Okay. And then you worked with
8 the attorneys to get a patent on it?

9 JUROR NUMBER 35: That's correct.

10 THE COURT: Do you know what happened with
11 the patent (indiscernible)?

12 JUROR NUMBER 35: Well, we were -- we then
13 were looking to license the patent to other retailers
14 to put that on, but then the owner pulled back and
15 didn't want to do that. And then Clemens Markets was
16 sold in 2006 to (indiscernible) and the patent -- the
17 owner actually then gave the patent to the gentleman
18 who had the idea (indiscernible).

19 MR. GOETTLE: I see.

20 MR. HANGLEY: What's the company you worked
21 for -- ask him what's the company he worked for
22 (indiscernible)?

23 MR. GOETTLE: Is this whisper down the
24 lane, guys? Come on. Are you qualified to ask a
25 question?

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1 MR. HANGLEY: (Indiscernible). What's the
2 other company you work for now?

3 JUROR NUMBER 35: (Indiscernible) Brothers
4 LLC out in Chicago. It says (indiscernible)
5 transportation, expressway, and expressway
6 (indiscernible). I manage facilities
7 (indiscernible).

8 THE COURT: You don't have any other
9 questions.

10 MR. RIOPELLE: You also said that you were
11 a former Sprint customer.

12 JUROR NUMBER 35: Yeah.

13 MR. RIOPELLE: Why did you leave Sprint?

14 JUROR NUMBER 35: Because we got rid of
15 Nextel and then just moved to Verizon because
16 Verizon's -- I travel with Verizon and I get service
17 across the country.

18 MR. RIOPELLE: Do you have any issues with
19 Sprint?

20 JUROR NUMBER 35: No.

21 MR. RIOPELLE: On the -- in getting the
22 patent, did you have any opinion on the patent office
23 or how they --

24 JUROR NUMBER 35: No. No. It was handled
25 very professionally. It wasn't -- you know, they

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1 were just looking for facts and why we were doing
2 what we were doing and the questions about how --
3 well, how -- I was more involved with the operation
4 of how the -- how the piece of equipment was
5 (indiscernible). That's what a lot of money
6 (indiscernible) how the process would work.

7 MR. FINKELSON: Do I have the same rule, so
8 I can't ask a question?

9 THE COURT: Yes, the same rule. Only
10 one -- only one lawyer per side. You don't want them
11 to gang up on me or you.

12 JUROR NUMBER 35: I don't know. I'm ready.

13 MR. RIOPELLE: You also talked about you
14 negotiated with a license with Nextel?

15 JUROR NUMBER 35: We were -- we were in the
16 process of what -- of negotiated a license with
17 Nextel. We put a cell -- not tower, but cell --

18 MR. RIOPELLE: Cell site?

19 JUROR NUMBER 35: Yeah, (indiscernible)
20 because in the Kulpville area there was one tower,
21 they (indiscernible), but I think AT&T had
22 (indiscernible), and we started negotiating the cost
23 to put something on top of the building, which we
24 were in favor of doing because I (indiscernible)
25 structural engineering and (indiscernible). But in

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1 those negotiations I think (indiscernible) and then
2 they pulled back from us.

3 MR. RIOPELLE: Any issue with Nextel
4 because of that?

5 JUROR NUMBER 35: No.

6 MR. GOETTLE: Can I ask one more, Your
7 Honor?

8 THE COURT: Yes.

9 MR. GOETTLE: What's your -- what's your
10 educational background?

11 JUROR NUMBER 35: I have almost an
12 Associate's Degree in Business from Penn State.

13 MR. GOETTLE: Okay.

14 JUROR NUMBER 35: I've got 48 credits.

15 MR. GOETTLE: Thank you.

16 THE COURT: Thank you so much.

17 MR. RIOPELLE: Thanks.

18 JUROR NUMBER 35: Thanks.

19 THE COURT: I don't see cause or hardship.
20 I think he can defer Lexington, Kentucky business
21 trip.

22 MR. HANGLEY: That's kind of what I
23 thought.

24 THE COURT: I think he's okay.

25 MR. HANGLEY: Yeah.

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1 THE COURT: Do you want to have a recess
2 now?

3 MR. HANGLEY: Sure. Yeah.

4 THE COURT: I'm the one who needs -- who
5 should need one.

6 MR. FINKELSON: (Indiscernible) serious
7 back issues.

8 THE COURT: We're going to take a -- it's
9 almost mid-morning. We're going to take a short
10 break. You're going to -- I would say ten minutes.
11 And we'll reassemble in the courtroom. Remember
12 where you're sitting. Ten minute break.

13 (Recess taken from 11:31 a.m. to 11:52
14 a.m.)

15 THE COURT: Be seated, everyone. We will
16 continue with our sidebar conferences with members of
17 the jury panel. Counsel?

18 (Pause in proceedings.)

19 THE COURT: Juror 36.

20 (Pause in proceedings.)

21 THE COURT: How are you, sir?

22 JUROR NUMBER 36: Hello.

23 THE COURT: Step forward. I'm going to
24 follow up on the answers you gave to two questions.
25 The first is the hardship question. Will you explain

1 the basis for that answer?

2 JUROR NUMBER 36: The basis for that is I
3 only get paid three days at work. So anything else
4 they won't pay me for.

5 THE COURT: And your employer is Freedom --

6 JUROR NUMBER 36: Yes.

7 THE COURT: -- (indiscernible).

8 JUROR NUMBER 36: Yes.

9 THE COURT: Well, there's not much I can do
10 about that.

11 JUROR NUMBER 36: No.

12 THE COURT: I think it's unfair. The
13 federal government requires jurors to serve, pays
14 them \$40 a day. Some employers pay their employees;
15 others don't. It's not a violation of the law --

16 JUROR NUMBER 36: Right.

17 THE COURT: -- for them not to pay, but
18 it's not fair. Any other basis for the hardship?

19 JUROR NUMBER 36: It just -- that's about
20 it. Trying to work -- trying to works some overtime
21 (indiscernible).

22 THE COURT: You also answered the question
23 about contacts with either Comcast, Sprint or Nokia.

24 JUROR NUMBER 36: Yes.

25 THE COURT: Tell us about that.

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1 JUROR NUMBER 36: My parents, grandparents,
2 both deal with Comcast, not necessarily Sprint. But,
3 basically, any of my immediate family deal with
4 Comcast.

5 THE COURT: Do you deal with Comcast?

6 JUROR NUMBER 36: I do not. I had a --

7 THE COURT: Do your parents or grandparents
8 or others in your family who deal with Comcast have
9 any problems with Comcast?

10 JUROR NUMBER 36: Yes. Yes, they do. But
11 it is what it is. I've only contacted them once for
12 a random question. Outside there was a wire hanging
13 out across my deck, and Comcast said basically it's
14 not ours. It ended up being theirs. They had to
15 send someone out --

16 THE COURT: And they took care of it?

17 JUROR NUMBER 36: For the most part, yes.

18 THE COURT: Would that experience with
19 Comcast --

20 JUROR NUMBER 36: Uh-huh.

21 THE COURT: -- prevent you from being fair
22 and impartial in deciding this case?

23 JUROR NUMBER 36: Hopefully not. But my
24 mind does unfortunately have the memory of the
25 negatives versus the positives.

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1 THE COURT: Well, if you're selected to
2 serve on the jury, you would have to agree --

3 JUROR NUMBER 36: Right.

4 THE COURT: -- to follow my instruction.
5 The decision of the jury must be based on the
6 evidence in the courtroom and my instructions on the
7 law and not on any experience that you've had --

8 JUROR NUMBER 36: Right.

9 THE COURT: -- such as the experience with
10 the wire --

11 JUROR NUMBER 36: Yes.

12 THE COURT: -- which I think you have to
13 admit in retrospect wasn't that -- it was annoying --

14 JUROR NUMBER 36: Well, yeah.

15 THE COURT: -- but not that significant.

16 JUROR NUMBER 36: No, it wasn't anything
17 major, but --

18 THE COURT: Well, again, would you try if
19 you're --

20 JUROR NUMBER 36: Yes. Yes, I would try.

21 THE COURT: To be fair and impartial?

22 JUROR NUMBER 36: Yes.

23 THE COURT: Is there any doubt in your
24 mind?

25 JUROR NUMBER 36: No.

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1 THE COURT: All right. I'll let counsel
2 question you. Mr. Hangley -- Comcast first.

3 MR. HANGLEY: I just want to follow up on
4 this is there doubt thing because I represent
5 Comcast.

6 JUROR NUMBER 36: Okay.

7 MR. HANGLEY: Okay. It sounds like -- am I
8 right thinking that you're uncomfortable with the
9 (indiscernible)?

10 JUROR NUMBER 36: It's more of the personal
11 experience with Comcast, talking to customer service,
12 talking to the technicians. I just -- it's a
13 personal preference. I don't --

14 MR. HANGLEY: Okay.

15 JUROR NUMBER 36: I don't like Comcast.

16 MR. HANGLEY: Okay.

17 THE COURT: So are you going to be rooting
18 for Comcast witnesses? The people that you talked to
19 at Comcast, did you come up with the impression that
20 maybe they weren't so believable?

21 MR. FINKELSON: I'm sorry, what was the
22 question?

23 THE COURT: That maybe the people he talked
24 to about the telephone wire weren't terribly
25 believable, credible. Do you think that's going to

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1 spill over into hearing testimony from Comcast?

2 JUROR NUMBER 36: I don't think so.

3 THE COURT: Okay. Okay.

4 MR. HANGLEY: There's a saying you have to
5 know how to deal with (indiscernible). Is there a
6 consequence (indiscernible)?

7 JUROR NUMBER 36: No. No.

8 MR. HANGLEY: And what is your role at
9 Freedom (indiscernible)?

10 JUROR NUMBER 36: Yes, I repair hospital
11 equipment.

12 MR. FINKELSON: Sorry, you repair hospital?

13 JUROR NUMBER 36: Equipment.

14 MR. FINKELSON: Equipment.

15 JUROR NUMBER 36: Ventilators, incubators,
16 and things like that. I'm the only one certified for
17 certain things.

18 MR. HANGLEY: That's exciting. Job
19 security. No further questions.

20 THE COURT: You mentioned your parents and
21 your grandparents. Was it that they had unhappy
22 experiences as well?

23 JUROR NUMBER 36: My parents have, yes.

24 THE COURT: Okay. And did you get involved
25 in those?

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1 JUROR NUMBER 36: No.

2 THE COURT: Okay.

3 JUROR NUMBER 36: No.

4 THE COURT: And do you know what that was
5 about?

6 JUROR NUMBER 36: There was something with
7 installation and bills and something
8 (indiscernible).

9 THE COURT: Okay.

10 JUROR NUMBER 36: That's all I remember.

11 THE COURT: Are you starting out this
12 case -- will we have a level playing field?

13 JUROR NUMBER 36: Yes.

14 MR. HANGLEY: All right, no further
15 questions.

16 MR. RIOPELLE: No further questions.

17 THE COURT: Thank you.

18 MR. HANGLEY: Thank you.

19 MR. RIOPELLE: Thank you, sir.

20 MR. HANGLEY: I don't think cause or
21 hardship.

22 THE COURT: No, I don't think there's any
23 basis for cause or hardship.

24 MR. HANGLEY: Okay.

25 THE COURT: Juror 37.

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1 (Pause in proceedings.)

2 THE COURT: Hi, how are you? Can you come
3 forward, please? I'm going to follow up on two of
4 the answers you gave. First, the hardship question,
5 will you explain what it is?

6 JUROR NUMBER 37: Well, I'm just a
7 construction worker and the nature of that work is
8 temporary, and just like, you know, two or three week
9 trials is a lot of income to lose. I'm the sole
10 provider for my family and I don't get vacation very
11 easily, sick days or anything like that. And I
12 realize it's just an average hardship, but --

13 THE COURT: Well, it's a hardship for you,
14 but, unfortunately, there's little we can do about
15 it. The law is for people who are in their own
16 business that are not paid a salary, what they get as
17 a juror is \$40 a day. I don't believe in 2017 that's
18 necessarily enough. It's not enough. But Congress
19 hasn't done that yet. So we're kind of stuck with
20 it.

21 JUROR NUMBER 37: I understand.

22 THE COURT: I'm stuck with it. And I hate
23 to say this to you, but you're stuck with it too, but
24 I thank you for sharing it with us. Your other
25 answer, the question that dealt with contacts with

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1 Comcast, Sprint, or Nokia.

2 JUROR NUMBER 37: I don't -- I'm not
3 sure --

4 THE COURT: Any contracts?

5 JUROR NUMBER 37: No, no contracts. I
6 just, you know, use Comcast service.

7 THE COURT: That's it. That's --

8 JUROR NUMBER 37: Yeah, that's just my --

9 THE COURT: Any problems with the Comcast
10 service?

11 JUROR NUMBER 37: My remote is not working
12 right now, but I don't think that's germane to -- no,
13 really, not any -- not any terrible experiences or
14 anything like that.

15 THE COURT: Any other questions?

16 MR. GOETTLE: So in terms of the
17 construction work that you're doing, does it -- do
18 you have jobs already lined up and if you're not at
19 any of those jobs, the people hiring you to do the
20 work (indiscernible)?

21 JUROR NUMBER 37: Well, I work for a
22 contractor that's got a job at Sunoco
23 (indiscernible), and the job is to put in 140,000
24 feet of pipe. It's supposed to be mechanically
25 complete by March 31st.

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1 MR. GOETTLE: I see.

2 JUROR NUMBER 37: My job is to go out and
3 to look at the drawings and look -- generate a punch
4 list and see what that project -- you know, maybe go
5 to the next phase, which would be testing
6 (indiscernible). So I'm kind of -- they --

7 MR. GOETTLE: (Indiscernible)?

8 JUROR NUMBER 37: Again, that's not
9 really --

10 MR. GOETTLE: Okay, thank you.

11 JUROR NUMBER 37: If I'm not there, I'm not
12 giving them any value, and they'll just get someone
13 else to do it.

14 THE COURT: Yes, sir?

15 MR. RIOPELLE: Can I ask who provides your
16 cell phone service?

17 JUROR NUMBER 37: AT&T.

18 THE COURT: Have you ever had a cell phone
19 (indiscernible)?

20 JUROR NUMBER 37: (Indiscernible).

21 MR. HANGLEY: No further questions from us,
22 Your Honor. Thank you, sir.

23 THE COURT: Thank you very much.

24 JUROR NUMBER 37: Thank you.

25 THE COURT: What do you think?

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1 MR. HANGLEY: I mean I feel bad for the
2 guy.

3 MR. RIOPELLE: Yeah.

4 THE COURT: Yes.

5 MR. RIOPELLE: I feel the same, but I'm not
6 sure it's a hardship.

7 THE COURT: Well, it is.

8 MR. RIOPELLE: Well, (indiscernible) from
9 (indiscernible) point of view.

10 THE COURT: No, I think that's the kind of
11 hardship that isn't actionable. So I think he's
12 okay.

13 MR. HANGLEY: I think so

14 THE COURT: Juror number 38.

15 (Pause in proceedings.)

16 MR. RIOPELLE: Good morning.

17 THE COURT: How are you, sir?

18 JUROR NUMBER 38: Good afternoon, Your
19 Honor.

20 THE COURT: I'm going to ask you some
21 followup questions based on your answers. First,
22 your contacts with Comcast or Sprint. Do they
23 provide you services? Have they in the past provided
24 services?

25 JUROR NUMBER 38: Yeah, I had Comcast up

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1 until last July for my cable television.

2 THE COURT: And you left Comcast?

3 JUROR NUMBER 38: Oh, no, no, as a
4 consumer.

5 THE COURT: As a consumer, that's what I
6 meant.

7 JUROR NUMBER 38: Yes.

8 THE COURT: You left Comcast then?

9 JUROR NUMBER 38: I opted with Fios when it
10 became available.

11 THE COURT: Anything about the Comcast
12 service that would prevent you from being fair and
13 impartial?

14 JUROR NUMBER 38: No.

15 THE COURT: Any other contacts with either
16 Comcast -- I ought to tell you these are the Comcast
17 lawyers. These are the Sprint lawyers. Any other
18 contacts with Comcast or Sprint?

19 JUROR NUMBER 38: No, I don't.

20 THE COURT: You answered yes to the
21 question have you, any members of your immediate
22 family, or any close friends ever worked for a
23 company that had patented products or processes.

24 JUROR NUMBER 38: My dad worked for Filco
25 (indiscernible) and he had -- he's deceased now --

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1 over 20 patents. They had a lot of patents.

2 THE COURT: Did you get involved in any of
3 the patenting process?

4 JUROR NUMBER 38: I don't remember any of
5 the specifics. I was just a kid or teenager at the
6 time.

7 THE COURT: And there's a related question.
8 Have you, any members of your immediate family, or
9 any close friends had any dealings with the United
10 States Patent and Trademark Office? That's your
11 father as well?

12 JUROR NUMBER 38: Yes, that's a similar
13 answer.

14 THE COURT: Okay. Finally, cell phone,
15 smart phone, do you have one?

16 JUROR NUMBER 38: I was one of the last
17 holdouts. I didn't get one until August of 2015. I
18 was a late conversion.

19 THE COURT: What company provides your
20 service?

21 JUROR NUMBER 38: Verizon.

22 THE COURT: Any problem with the phone or
23 Verizon service?

24 JUROR NUMBER 38: No.

25 THE COURT: All right, I have no further

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1 questions. Comcast questions?

2 MR. HANGLEY: Was this the City of
3 Philadelphia offices you did your planning
4 (indiscernible)?

5 JUROR NUMBER 38: (Indiscernible) mayor's
6 office for transportation.

7 MR. HANGLEY: Okay.

8 JUROR NUMBER 38: Depending on who is
9 mayor, the organization is set up differently.

10 MR. HANGLEY: And how long were you there?

11 JUROR NUMBER 38: Well, I was with the city
12 in one capacity or another from 1970 until 2010.

13 MR. HANGLEY: Okay.

14 (Pause in proceedings.)

15 MR. HANGLEY: Any dealings at all with my
16 law office, a firm called Hangley, Aronchick or
17 Hangley (indiscernible)?

18 JUROR NUMBER 38: The only thing that comes
19 to mind I think Mark Aronchick was the city solicitor
20 at one time, but I never --

21 MR. HANGLEY: Yes, he was --

22 JUROR NUMBER 38: -- I never had any direct
23 dealings with him --

24 MR. HANGLEY: Okay. Okay.

25 JUROR NUMBER 38: -- during his tenure.

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1 MR. HANGLEY: Okay. So that would not get
2 in the way?

3 JUROR NUMBER 38: No.

4 MR. HANGLEY: All right, good. How about a
5 Joseph Turetsky? Do you remember him?

6 JUROR NUMBER 38: Yes, I do.

7 MR. HANGLEY: Okay.

8 JUROR NUMBER 38: But, again, it was
9 ongoing, so I didn't --

10 MR. HANGLEY: Okay. Because he's a partner
11 of mine too. Okay.

12 (Pause in proceedings.)

13 MR. HANGLEY: And Sozi Tulante I believe
14 who is the present city solicitor?

15 JUROR NUMBER 38: Postdates my tenure.

16 MR. HANGLEY: Maybe you were gone before
17 then.

18 JUROR NUMBER 38: Yes. Yes.

19 MR. HANGLEY: That's all I have.

20 MR. RIOPELLE: So you just got a smart
21 phone last year?

22 JUROR NUMBER 38: A year and a half, yes.

23 MR. RIOPELLE: Do you do texting?

24 JUROR NUMBER 38: Yes. Yes, I do.

25 MR. RIOPELLE: And --

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1 JUROR NUMBER 38: Not as much as most
2 people, but --

3 MR. RIOPELLE: Right.

4 JUROR NUMBER 38: -- I do do it.

5 MR. RIOPELLE: Not as much as my teenage
6 children. Also, you said your dad had 20 patents.
7 Do you have any sense of your dad's good experience,
8 bad experience, anything like that, with the
9 Trademark Office?

10 JUROR NUMBER 38: (Indiscernible). He was
11 in refrigeration and air conditioning. Those were
12 his fields.

13 MR. RIOPELLE: No further questions.

14 THE COURT: Thank you.

15 JUROR NUMBER 38: Thank you.

16 MR. HANGLEY: Thank you.

17 JUROR NUMBER 38: Thank you.

18 MR. FINKELSON: What is the firm -- what's
19 the firm connections (indiscernible)?

20 MR. HANGLEY: We have -- my firm has a
21 (indiscernible). It's really not me. We represented
22 the mayor (indiscernible), most recently, the soda
23 tax. And (indiscernible) planning. I have no idea
24 exactly what they do. Three of my partners -- well,
25 two of my partners and one guy who is no longer with

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1 the firm because he's the city solicitor. I've known
2 city solicitors. I just wanted to make sure that --

3 MR. FINKELSON: No, (indiscernible).

4 THE COURT: I see no basis for us to excuse
5 for cause and no hardship, so he's okay. And we're
6 now up to --

7 COURTROOM DEPUTY: 15.

8 THE COURT: -- 15. I can hardly believe
9 it. Juror number 39.

10 (Pause in proceedings.)

11 THE COURT: Good afternoon.

12 JUROR NUMBER 39: Hi.

13 THE COURT: How are you?

14 JUROR NUMBER 39: Good.

15 THE COURT: I'm going to follow up on some
16 of your answers --

17 JUROR NUMBER 39: Uh-huh.

18 THE COURT: -- to my questions, and the
19 first is the question about the hardship, jury
20 service (indiscernible).

21 JUROR NUMBER 39: Okay. Okay.

22 THE COURT: Explain.

23 JUROR NUMBER 39: Sure. I'm a VP of
24 Operations and on the 13th, 14th, 15th, I have a
25 meeting with the sales group, as well as about 20 of

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1 my people down in Bradenton and --

2 THE COURT: Down where?

3 JUROR NUMBER 39: Bradenton.

4 THE COURT: All right.

5 JUROR NUMBER 39: Down in Florida. Down in
6 Bradenton and --

7 THE COURT: And your company is?

8 JUROR NUMBER 39: Certainteed. It's
9 building products, makes insulation, and I'm VP of
10 Operations (indiscernible).

11 THE COURT: How many people
12 (indiscernible)?

13 JUROR NUMBER 39: About 80-90.

14 THE COURT: Okay. And the date is 13 --

15 JUROR NUMBER 39: It starts on the 13th,
16 runs 14th, 15th, and in that time the sales group is
17 meeting my --

18 THE COURT: Who's in charge --

19 JUROR NUMBER 39: -- meeting my ops --

20 THE COURT: -- of the meeting?

21 JUROR NUMBER 39: My president.

22 THE COURT: President of Certainteed?

23 JUROR NUMBER 39: No, of our division.

24 THE COURT: If you're unable to attend, who
25 would participate on your behalf, in your stead?

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1 JUROR NUMBER 39: I'm the only one from
2 operations. I mean I have some other people that I
3 could ask them to cover some things, but I'm running
4 part of the session. I have a day and a half of my
5 time with my people. I moved over to this group in
6 April of last year.

7 THE COURT: How long have you been with
8 Certainteed?

9 JUROR NUMBER 39: 11 years.

10 THE COURT: You answered some questions --

11 JUROR NUMBER 39: Uh-huh.

12 THE COURT: -- about relationships with
13 Comcast, Sprint, Nokia, one question. What is your
14 relationship, not necessarily in (indiscernible).

15 JUROR NUMBER 39: Yeah. Yeah.

16 THE COURT: Contract or provider of --

17 JUROR NUMBER 39: They just -- they provide
18 cable service. Like we have a condo in State College
19 and Comcast provides cable service, that's all.

20 THE COURT: Which one, Comcast or Sprint?
21 Comcast?

22 JUROR NUMBER 39: Oh, Comcast. Yes.

23 THE COURT: All right. Are there any
24 problems with that service?

25 JUROR NUMBER 39: No.

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1 THE COURT: You also answered yes to the
2 question have you been involved in the development of
3 a new product or process?

4 JUROR NUMBER 39: Uh-huh. Yes, part --
5 yes, in my career I've been in product development.
6 When I worked for Armstrong I worked with our
7 technical people --

8 THE COURT: All right.

9 JUROR NUMBER 39: -- so I did new product
10 development. I've been in new product development
11 with --

12 THE COURT: With Armstrong.

13 JUROR NUMBER 39: -- (indiscernible).

14 THE COURT: Do you have any
15 (indiscernible)?

16 JUROR NUMBER 39: Yeah. Yeah.

17 THE COURT: Did you have any experience
18 with the United States Patent and Trademark Office?

19 JUROR NUMBER 39: Not -- just cursory.

20 THE COURT: When you say cursory, was it
21 good or bad or was it --

22 JUROR NUMBER 39: It was -- I mean the
23 president would talk. It was nothing
24 (indiscernible).

25 THE COURT: All right. Cell phone, smart

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1 phone, do you have one?

2 JUROR NUMBER 39: Absolutely.

3 THE COURT: Can I have your --

4 JUROR NUMBER 39: Two.

5 THE COURT: -- your provider or providers?

6 JUROR NUMBER 39: Personal, Verizon, and

7 AT&T for work.

8 THE COURT: Any problems with either of

9 those providers?

10 JUROR NUMBER 39: No.

11 THE COURT: And the phones, no problems?

12 JUROR NUMBER 39: No. I mean I've had

13 phones over the years (indiscernible).

14 THE COURT: Do you use them to text and to

15 send (indiscernible) messages?

16 JUROR NUMBER 39: Yes. Yeah, I mean all

17 the combinations.

18 THE COURT: All right. All right, I have

19 no further questions for him.

20 JUROR NUMBER 39: Sure.

21 THE COURT: (Indiscernible) Comcast counsel

22 and Sprint counsel --

23 JUROR NUMBER 39: Sure.

24 THE COURT: -- questions for you.

25 MR. HANGLEY: Can I ask what your

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1 educational background is?

2 JUROR NUMBER 39: Sure. B.S. in Economics
3 from Penn State (indiscernible), Master's from
4 University of Oregon, M.B.A.

5 MR. HANGLEY: No further questions.

6 MR. FINKELSON: I think you answered a
7 question (indiscernible) purchasing individual
8 property? Can you explain what that was?

9 JUROR NUMBER 39: Sure. At Certainteed, we
10 work to get assigned a product and buy it from the
11 provider. They were getting -- they were never in
12 the (indiscernible). So --

13 MR. FINKELSON: You drop the side job --

14 JUROR NUMBER 39: Yes, drop the side job,
15 so we bought -- procured data (indiscernible).

16 MR. FINKELSON: (Indiscernible) Comcast?

17 JUROR NUMBER 39: Yeah. Yes, we
18 (indiscernible).

19 MR. FINKELSON: And you (indiscernible)?

20 JUROR NUMBER 39: It was just a few pieces
21 of equipment. It was tech -- basically, the
22 technical capability of what they're using.

23 MR. HANGLEY: How many people are further
24 down the --

25 JUROR NUMBER 39: Food chain?

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1 MR. HANGLEY: -- food chain in the company?

2 JUROR NUMBER 39: I don't --

3 MR. HANGLEY: Which I mean your reports and
4 do you have reports of reports?

5 JUROR NUMBER 39: Yeah, so I have plant
6 managers, technical people report to me, production
7 operators. Up the food chain, I have my president
8 and then the CEO.

9 MR. HANGLEY: Okay. That's all I have,
10 Your Honor.

11 MR. FINKELSON: No further questions from
12 us, Your Honor.

13 THE COURT: Thank you very much.

14 MR. FINKELSON: Thank you very much.

15 JUROR NUMBER 39: Yes, sir.

16 THE COURT: Doesn't look like cause.

17 MR. HANGLEY: No.

18 THE COURT: Doesn't look like hardship, I'm
19 sorry.

20 MR. HANGLEY: We agree, no hardship, no
21 cause.

22 THE COURT: That's 16. Now, is there any
23 that we've okayed. We have some to come back to, so
24 we'll take care of that. I gather it's your view
25 that with all the "come back to"s we can excuse them?

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1 MR. FINKELSON: If we keep all of the "come
2 back to"s we can --

3 THE COURT: Why don't we have all --

4 MR. HANGLEY: We have 16 now.

5 MR. FINKELSON: Well, we've got 19.

6 MR. HANGLEY: Counting --

7 THE COURT: No, no. No. We've got -- with
8 juror 39 we've got a total of 16 jurors --

9 MR. HANGLEY: Plus the three.

10 THE COURT: -- plus the three "come back
11 to"s.

12 MR. HANGLEY: Okay.

13 THE COURT: And that's important because if
14 we put one of the "come back to"s on the jury, then
15 one of these people in the last two or three would be
16 off. So we have to decide what to do with the "come
17 back to"s and we also have to decide --

18 MR. HANGLEY: We should do that before --

19 THE COURT: What?

20 MR. HANGLEY: We should do that before we
21 dismiss the rest of the jury.

22 THE COURT: We're not going to dismiss
23 anyone now --

24 MR. HANGLEY: Yeah.

25 THE COURT: -- until we get through the

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1 jury selection. We also have to decide whether we
2 want to continue because we said okay to some people
3 who are marginal. Are there any people in that
4 category?

5 MR. HANGLEY: (Indiscernible).

6 MR. FINKELSON: (Indiscernible) marginal
7 exceptions. I haven't been (indiscernible).

8 THE COURT: Well, what we can do is excuse
9 the jury for lunch. We're not going to -- well, we
10 might get a jury before lunch or we can excuse them.
11 I don't want to lose anybody.

12 MR. HANGLEY: (Indiscernible) excuse them
13 for lunch.

14 THE COURT: The choice is excuse them for
15 lunch and decide what we're going to do, or decide
16 right now that we're going to eliminate the "come
17 back to" category --

18 MR. HANGLEY: Okay.

19 THE COURT: -- and excuse them. I think it
20 was, for the most part, hardship. I don't think
21 there was any cause for not coming back.

22 MR. HANGLEY: Well, they're not coming back
23 (indiscernible).

24 THE COURT: (Indiscernible) hardship issue.
25 We can do that and proceed with jury selection.

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1 MR. HANGLEY: Yes.

2 THE COURT: All right. The -- passing the
3 strike sheet.

4 MR. FINKELSON: I don't think -- I don't
5 think -- to let them go to lunch now, I think we
6 would agree they can go to lunch and then we'll come
7 back and deal with the next steps.

8 THE COURT: All right.

9 (Pause in proceedings.)

10 THE COURT: At some point will you tell the
11 jury the age old thing about how if the lawyers don't
12 make eye contact --

13 MR. HANGLEY: I'm (indiscernible).

14 THE COURT: -- with them or talk to them --
15 okay. Because we (indiscernible).

16 MR. HANGLEY: Yeah. It's easier -- it's
17 easier when there's only 16 (indiscernible).

18 THE COURT: Yes.

19 (Pause in proceedings.)

20 THE COURT: All right. Ladies and
21 gentlemen, what we're going to do is this. The
22 lawyers think we might have finished the individual
23 questioning of jurors at sidebar, but they want an
24 opportunity over the lunch recess to look at their
25 notes. It might very well be that we're at the point

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1 now where they make their peremptory challenges.
2 Remember I told you that each side has the right to
3 strike three prospective jurors, three panel members,
4 under what is called a peremptory challenge. That's
5 what remains to be done with respect to jury
6 selection. And that will be done right after lunch
7 unless counsel tell me they want to question some
8 more of you. And I rather think we'll probably move
9 right to the selection process.

10 That's done by passing a list back and
11 forth. You'll see counsel with what is referred to
12 as a jury list or a strike list, and they'll exercise
13 their peremptory challenges by passing this paper
14 back and forth.

15 The long and the short of it, the good news
16 is that we're almost finished with jury selection and
17 we will be able to complete the jury selection right
18 after lunch or soon thereafter. And with that, I
19 think what we'll do is recess for an hour. It's
20 12:20. We'll recess until 1:20. Don't discuss the
21 case among yourselves. Don't discuss the case with
22 anyone else. Ian, give me my water, please.

23 If anyone tries to talk to you about the
24 case, please say nothing to them and report that to
25 me. With that, have a good lunch. Be back here by

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1 oh, 1:15 so that you're in you seats at 1:20.

2 Remember your seats -- your seat numbers.

3 (Jury out, 12:20 p.m.)

4 THE COURT: Be seated, everyone. You can
5 turn your chairs around. This is what I want you to
6 do. Look over the list. We have three prospective
7 jurors that we said we would come back to and we have
8 to decide what we're going to do with those jurors,
9 number one. Number two, if there are any jurors who
10 we've passed and have said okay to, no -- we haven't
11 done that with respect to any challenges for cause.
12 We have done it with some marginal hardships. If you
13 want to go back and revisit them, we can continue
14 with the jury sidebar conferences because we have 11
15 additional jurors. We're up to juror I think 40 -- I
16 think 41. Let me look. Yes, our last juror -- no,
17 40. Our last juror is juror 39, so that if there are
18 any you wish to come back to, we can certainly do
19 that after lunch.

20 COURTROOM DEPUTY: (Indiscernible).

21 THE COURT: Yes?

22 COURTROOM DEPUTY: (Indiscernible).

23 THE COURT: I see that. Thank you.

24 (Pause in proceedings.)

25 THE COURT: I leave that to you. For

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1 example, the next juror on the list is juror 40.
2 He's an IT manager. I haven't looked to see for whom
3 he works. No hardship. And there might be others on
4 the list, several without hardships, 41, 42, 43, 44,
5 46, 48. So that's a choice. You make those
6 decisions and we'll proceed. I'd like you here a
7 little earlier. It's 12:25 now. The jury will be
8 here by 1:20. I don't think it will take us more
9 than oh, ten minutes. So be back by 1:15. And we'll
10 go to sidebar if there are jurors in the courtroom.

11 Two other issues unrelated to jury
12 selection. One, Comcast filed an omnibus motion this
13 morning with respect to admission of exhibits as to
14 which there was no challenge. Has Sprint gotten
15 that?

16 MR. FINKELSON: We have gotten the motion
17 and we have no objection to it. I think under the
18 pretrial order, the parties agreed that --

19 THE COURT: Yes.

20 MR. FINKELSON: -- exhibits that weren't
21 objected to would be moved into evidence in that
22 fashion.

23 THE COURT: Which gives rise to something
24 else. I don't know how many exhibits you proposed to
25 offer into evidence, but I certainly hope -- I think

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1 Comcast is up to -- Ian, what was it, 800 and
2 something?

3 LAW CLERK: Uh-huh.

4 THE COURT: And Sprint 200 and something.
5 I hope you're going to offer far, far fewer exhibits
6 than those numbers. And what I want you to do, your
7 exhibit list doesn't exactly work for me. We want to
8 try to keep track of the exhibits --

9 MR. HANGLEY: You want three copies.

10 THE COURT: -- of the exhibit list. That's
11 what I asked for and you misunderstood and thought I
12 meant exhibits. If we got three sets of exhibits, we
13 probably wouldn't be able to enter the courtroom at
14 all. But what I want -- and there's nothing wrong
15 with keep the bates number, beginning and end, and
16 the objections. But I want a column -- I want
17 someone working on this before the first exhibit -- a
18 column that says ID, which is the date the -- well,
19 it will enable me to plug in a date the witness --
20 the exhibit is first identified, the date received in
21 evidence. We're going to be using the computer, so
22 they'll all be shown to the jury. They don't need
23 to -- I'll be able to mark the exhibit list in the
24 rare event an exhibit is not shown to the jury,
25 although we'll see that. But I want a column for

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1 date identified, date received, and a column for
2 witness. I want to know who is laying the foundation
3 for the exhibit, if at all.

4 We've looked at the issue of business
5 records under 803(6), and I think the analogy to the
6 nurse is inept. It doesn't work. I think, for the
7 most part -- I haven't studied each and every
8 declaration in support of the -- or certification in
9 support of the admissibility that Sprint has just
10 filed, but it seems to me that, generally speaking,
11 the Comcast objection might surface in some of your
12 exhibits, but not with respect to one of your major
13 arguments, which is it says "core network," but how
14 do we know what that core network means? That's a
15 subject for cross-examination and I want you to keep
16 that in mind.

17 I have a quote -- I'm not going to go there
18 until the issue is presented -- a quote from a
19 learned hand opinion that addresses this clearly.
20 And the is triggered only when the report itself or
21 the document itself makes reference to what someone
22 else has said, like hospital record, "nurse stated,"
23 "patient felt," example. That would be hearsay
24 within a hospital record, hearsay within hearsay.
25 But not everything else in the hospital record, and

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1 certainly not everything in all these diagrams, and
2 certainly not a statement that describes something on
3 a diagram. To rule otherwise would be to really
4 eliminate from the case the business records
5 exception to the hearsay rule. So keep that in mind.
6 Those are the two issues that I wish to present.

7 MR. GOETTLE: Your Honor, I just want to
8 make sure that I've got it on -- in terms of what you
9 want added to the exhibit list. The first three
10 columns you want three blank columns added --

11 THE COURT: Well, you can put I -- first,
12 is "ID."

13 MR. GOETTLE: "ID."

14 THE COURT: Then "Witness" and "Received."

15 MR. HANGLEY: That should be all you need,
16 right --

17 THE COURT: Yes.

18 MR. HANGLEY: -- if we're doing it
19 electronically?

20 THE COURT: Yes. And we want three, one
21 for Michael Cosgrove, one for Ian, and one for me.

22 MR. GOETTLE: Do you want us to --

23 THE COURT: And I have no objection if the
24 list is limited to, what would you say, 20 or 30?

25 MR. GOETTLE: Actually --

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1 THE COURT: That was said, so the record is
2 complete, with a smile on my face.

3 MR. GOETTLE: Well, just so the Court is
4 clear, the omnibus motion I think has probably about
5 75 percent of the exhibits just off the top of my
6 head, and we have some exhibits that are objected to
7 by Sprint. I think your guidance just now will --
8 might alleviate those objections, but --

9 THE COURT: We're all --

10 MR. GOETTLE: -- we're pretty close to
11 being there, I'm guessing 75 percent. Although, if
12 the Court --

13 THE COURT: I hope so --

14 MR. GOETTLE: -- has an alternate --

15 THE COURT: -- because we're off to kind of
16 a slow start.

17 MR. GOETTLE: Yes.

18 THE COURT: This is not the speediest jury
19 selection process. Although I really don't see how
20 we could have speeded it up. The one question where
21 I questioned the jurors in the courtroom could have
22 been eliminated because we had to question them at
23 sidebar anyway, and I thought the sidebar questioning
24 was as complete as it needed to be. I think it was
25 I'll say more complete than in many cases.

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1 MR. HANGLEY: Mr. Riopelle and I were
2 talking about this just a moment ago and we agreed
3 that while it wasn't the fastest, it might have been
4 the fairest.

5 THE COURT: Well, and that's my goal is not
6 to run a race and win. My goal is to provide a level
7 playing field and to get this case tried.

8 MR. HANGLEY: And I think we both thank you
9 for that.

10 THE COURT: Well, you're welcome. All
11 right. Your -- you'll be back at --

12 MR. GOETTLE: I'm sorry, Your Honor. I
13 just want to make sure that I'm doing what you're
14 asking us to do on the exhibit list. Do you want us
15 to remove columns that are on the current exhibit
16 list?

17 THE COURT: No, you can leave them.

18 MR. GOETTLE: Just add on three more.

19 THE COURT: Yes.

20 MR. GOETTLE: Okay, thank you.

21 MR. RIOPELLE: 1:15?

22 THE COURT: Yes. So are you on your feet
23 because you have something to say?

24 MR. FINKELSON: I was just -- I was just
25 standing up in anticipation of you doing so, Your

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1 Honor. I have nothing to add.

2 THE COURT: We're stretching. All right,
3 you may go about your business, everyone.

4 MR. FINKELSON: Thank you.

5 THE COURT: 1:15.

6 (Luncheon recess taken, 12:31 p.m.)

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By Judge Dubois

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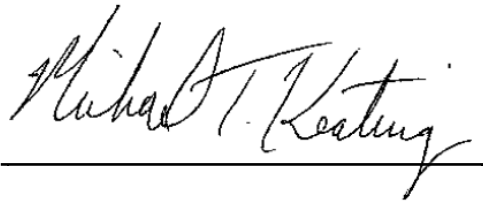
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CERTIFICATION

I, Michael Keating, do hereby certify that
the foregoing is a true and correct transcript from the
electronic sound recordings of the proceedings in the
above-captioned matter.

1/31/17

Date

A handwritten signature in cursive script, reading "Michael T. Keating", written over a horizontal line.

Michael Keating